City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council

Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
January 7, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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2. Councilmember Marc Crail
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5. Councilmember Cal Rolfson
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. January 13, 2025, 6:00 p.m., Workshop (Parking)
2. January 21, 2025, 6:00 p.m., Regular Session
3. February 4, 2025, 6:00 p.m., Regular Session
4. February 18, 2025, 6:00 p.m., Regular Session
5. March 4, 2025, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD

INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Resolution Recognizing Outgoing Mayor Crissy Stile

Introduction:
This is a request for City Council to adopt Resolution No. 2025-04, recognition of Crissy Stile for her service on City Council as Mayor and as an At-large City Councilmember.

Discussion:
The current City Council recognizes the valuable contributions made by former Mayor and City Councilmember Crissy Stile. The Mount Dora community benefited greatly from numerous projects and accomplishments completed under the leadership of a City Council on which Crissy Stile served.

Budget Impact:
No budgetary impact.

Strategic Impact:
N/A

Recommendation:
Mayor Homich read the resolution into the record.

Attachment(s):
1. Reso No 2025-04 Honoring Former Mayor and Councilmember Crissy Stile

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/31/2024

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, PROVIDING FOR RECOGNITION AND EXPRESSED APPRECIATION TO FORMER CITY COUNCILMEMBER AND FORMER MAYOR CRISSY STILE FOR HER DEDICATED SERVICE AS AN ELECTED MUNICIPAL OFFICIAL FOR FIVE YEARS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Crissy Stile served the citizens of Mount Dora as City Councilmember At-large from November 6, 2018 through November 3, 2020, and as Mayor from November 2, 2021 through November 5, 2024; and.

WHEREAS, as a longtime resident and small business owner, Crissy Stile served the City of Mount Dora with unparalleled passion, embracing her role as both a leader and a neighbor, always prioritizing the well-being and progress of the community she holds dear; and

WHEREAS, Crissy's journey from bookstore owner to public servant reflects her dedication to the values of knowledge, literacy, and education, as she continues to inspire others through her love of books and her belief in the power of learning to transform lives; and

WHEREAS, as Mayor, Crissy Stile has been a staunch advocate for open communication and transparency, frequently engaging with residents through meetings, community events, and one-on-one conversations to ensure every voice is heard; and

WHEREAS, Crissy's leadership extends far beyond policy, as she is a visible and active participant in Mount Dora's cherished events, from the bustling Mount Dora Arts Festival to the magical Christmas Lights displays, always promoting the city's cultural richness and vibrant traditions; and

WHEREAS, Crissy's vision for Mount Dora balances a respect for the city's historic charm with a commitment to responsible growth, ensuring that the qualities that make Mount Dora unique are preserved while planning for a prosperous future; and

WHEREAS, her tireless work in championing small businesses and her own experience as a business owner have positioned her as a vital supporter of Mount Dora's local economy, creating opportunities for innovation and entrepreneurship; and

WHEREAS, Mayor Crissy Stile is known not only for her leadership but also for her warmth, kindness, and unwavering belief in the power of community, fostering an atmosphere of inclusivity, trust, and cooperation among residents; and

WHEREAS, through her dedicated efforts and commitment, Mayor Stile's independent recycling initiative collected more than 12,000 pounds of metal cans, cardboard and paper for recycling that resulted in a nearly $3,000 donation to the Lake Cares Food Pantry.

WHEREAS, under her stewardship, the City of Mount Dora continues to thrive as a shining example of civic pride, cultural enrichment, and collective progress;

NOW THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, on behalf of the City Council of the City of Mount Dora, do hereby issue Resolution No. 2025-04, expressing a deep appreciation for the dedicated service and contributions Ms. Stile has made through her service on the City Council. On behalf of the citizens of Mount Dora, I hereby extend heartfelt gratitude and best wishes for continued success and happiness in the future.

John Cataldo, Vice-mayor	**Cal Rolfson, Councilmember District 2**
Dennis Dawson, Councilmember District 3	**Marc Crail, Councilmember District 4**

Nate Walker, Councilmember District 5

Doug Bryant, Councilmember At-large

JAMES L. HOMICH, MAYOR

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Proclamation Recognizing Florida Arbor Day

Introduction:
This is a request for Council to recognize Florida Arbor Day, January 17, 2025.

Discussion:
While the next National Arbor Day is on Friday, April 25, 2025, many states, including Florida, observe Arbor Day on different dates based on the best time to plant trees in their area. Florida Arbor Day is celebrated on the third Friday in January because Florida's cooler months are the best time to plant trees.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Mayor Homich to read the proclamation into the record.

Attachment(s):
1. Proclamation.Florida Arbor Day2025

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/20/2024

PROCLAMATION

WHEREAS, Arbor Day was established to celebrate the beauty of trees and their importance to our environment; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than one million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, in Florida, Arbor Day began in 1886, making it one of the first Arbor Day holidays in the nation. Officially, Florida Arbor Day is the third Friday in January, as the state's cooler months are the best times to plant trees; and

WHEREAS, Arbor Day shows hope for the future. Trees provide shade, wildlife habitat, clean air and water, healthier communities, and natural beauty – all for a better tomorrow; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, The City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts.

NOW, THEREFORE, **I**, Mayor Homich, Mayor of the City of Mount Dora, Florida, do hereby proclaim January 17, 2025, as

FLORIDA ARBOR DAY

in the City of Mount Dora, and hereby encourage all citizens to support efforts to care for our trees and woodlands and to support the City's Tree Replacement Program. I further encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 7th day of January 2025.

_____

James Homich, Mayor

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Proclamation Recognizing Dr. Martin Luther King, Jr. Day

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Introduction:
This is a request for Council to recognize Martin Luther King, Jr. Day, January 20, 2025.

Discussion:
Martin Luther King, Jr. Day was established as a federal holiday in the United States in 1983, after years of advocacy and activism by supporters of Dr. King's legacy. The holiday was first observed on January 20, 1986, and has since become a day to remember Dr. King's leadership in the civil rights movement and his dedication to achieving racial equality through nonviolent means. The holiday serves as a time for reflection, community service, and the celebration of Dr. King's contributions to the civil rights movement.

Celebrating Martin Luther King Day can be done in various meaningful ways that honor Dr. King's legacy and promote his ideals, including:

- Attending commemorative events
- Engaging in community service
- Learning more about the civil rights movement
- Reflecting on social justice, and
- Spreading awareness.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:

The proclamation recognizing Martin Luther King, Jr. Day, January 20, 2025, be read into the record.

Attachment(s):

1. Proclamation.MLK.2025

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/20/2024

PROCLAMATION

WHEREAS, the Reverend Dr. Martin Luther King Jr. devoted his life to the principles of equality, justice, and nonviolent social change, and inspired millions through his enduring vision of a world united in freedom and dignity; and

WHEREAS, his leadership during pivotal moments such as the Birmingham Campaign of 1963 and the March on Washington for Jobs and Freedom later that year brought national attention to the injustices of segregation and economic inequality, culminating in his historic "I Have a Dream" speech, which articulated a vision of racial harmony and equality that continues to resonate today; and

WHEREAS, Dr. King's commitment to justice led to the passage of landmark legislation, including the Civil Rights Act of 1964 and the Voting Rights Act of 1965, which dismantled legal barriers to equality; and

WHEREAS, Dr. King's work and vision earned him the Nobel Peace Prize in 1964, making him the youngest recipient at the time, and his legacy continues to inspire individuals and communities around the world to pursue justice, equality, and peace; and

WHEREAS, Dr. King's legacy continues to guide us in our shared pursuit of creating communities where all individuals are valued and treated with respect, regardless of race, religion, or background; and

WHEREAS, January 20, 2025, marks Martin Luther King, Jr. Day, a national holiday and a day of service dedicated to honoring his extraordinary life and work, reminding us of our moral responsibility to strive toward a fairer and more inclusive society; and

WHEREAS, the City of Mount Dora recognizes the importance of commemorating Dr. King's ideals by promoting unity, fostering understanding, and encouraging acts of service that uplift our community; and

NOW, THEREFORE, I, MAYOR JAMES L. HOMICH, do hereby proclaim January 20, 2025, as **DR. MARTIN LUTHER KING, JR. DAY** in the City of Mount Dora, and encourage all residents, businesses, schools, and organizations to honor this day by reflecting upon Dr. King's legacy, participating in community service, and striving to create a society where equality and opportunity are realities for all.

_____

James L. Homich, Mayor

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: City Clerk Summary of Randomized Voting Options

Introduction:
This is a request for Council to complete the discussion regarding randomized voting.

Discussion:
At the December 17th City Council meeting, Council discussed options presented by the City Clerk for randomized voting. The discussion was continued to the January 7, 2025 meeting.

Budget Impact:
There is no budget impact for this item.

Strategic Impact:
N/A

Recommendation:
Council to complete the discussion related to randomized voting.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/30/2024

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Advisory Board and Committee Appointments and Reappointments

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Introduction:
This is an opportunity for Councilmembers to appoint members of the community to serve on the City's advisory boards and committees.

Discussion:
The appointments proposed by District 3 Councilmembers Dennis Dawson are as follows:

- Historic Preservation Board: Juan Carlos (JC) Diaz
- Library Advisory Board: Marcia Ford
- Northeast CRA Advisory Committee: Juan Perez
- Parks and Recreation Advisory Board: Patrick Murray
- Public Arts Commission: Jane Slivka

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Council vote on appointments to the committees and boards.

Attachment(s):
1. 2024 Applications.Juan Carlos Diaz.HPB
2. 2024 Application.Marcia Ford.LAB.12.08.2022
3. 2024 Applications.Juan Perez.Northeast CRA

4. 2024 Application.Patrick Murray.PRAB
5. 2024 Application.Jane Slivka.PAC

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/30/2024

ATTACHMENT #1

Board Application - Submission #5415

Date Submitted: 12/16/2024

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.
Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name*

Juan

Last Name*

Diaz

Address1*

219 W 9th Ave

City*

Mount Dora

State*

FL

Zip*

32757

Phone Number*

5163952133

Email Address*

jcdiaz219@yahoo.com

Please provide a brief statement relating to your education, experience and reason for wishing to serve*

As a young 17 year old, I enlisted in the U.S. Marines Corps; I then enjoyed a 35 year law enforcement career with local, state and Federal agencies. I obtained a Master's degree in computer forensics from George Mason University, which I later joined as an adjunct professor teaching computer science. Upon my retirement, I became an automotive and motorcycle license instructor, concentrating on teaching young teenagers.

My career afforded me the opportunity to move frequently and enjoy renovating each of our new houses, including our home here in Mount Dora. I enjoy the renovation process, including permitting and inspections. My career also provided me with great opportunities to contribute my services, both personally and professionally, to the communities which my family and I belong. Mount Dora has quickly become a special place for my family and I. We are all volunteering our services to the community in different ways and look forward to expanding our connection to our tow

Boards on which you wish to serve*

Mount Dora Historic Board

ATTACHMENT #2

** This message originated outside of the City of Mount Dora network. Please think before you click. **

Board Application

City Clerk
510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Marcia
Last Name	Ford
Address1	847 N McDonald St
Address2	*Field not completed.*
City	Mount Dora
State	FL
Zip	32757
Phone Number	352-434-9450
Email Address	mtf54@icloud.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I have a BA in English with teaching certification. For twenty years, I worked for The Wall Street Journal. As a 32 year resident of Mount Dora, I have enjoyed and appreciated the services of the W T Bland library; it is one of the city's best assets. Being on the library board would enable me to help the community and the library.
Resume or additional attachments (not required)	*Field not completed.*
Boards on which you wish to serve	Library board

ATTACHMENT #3

Board Application - Submission #5145

Date Submitted: 4/10/2024

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name*

Juan E.

Last Name*

Perez

Address1*

2005 Donnelly Place

City*

Mount Dora

State*

Fl.

Zip*

32757

Phone Number*

954-559-8520

Email Address*

tainodial@aol.comNorth East

Provide a brief statement relating to your education, experience and reason for wishing to serve*

I attended Manhattan College Riverdale, N.Y. and New York University.
I recently retired from the healthcare field after 40 years of service, and currently volunteer as a Guardian ad Litem for the State of Florida,Fifth Judicial Circuit Court.
I have devoted my entire adult life to serving others, and now that I'm retired I wish to continue in service to my community.

Resume or additional attachments (not required)

Choose File No file chosen

Boards on which you wish to serve*

Northeast CRA

ATTACHMENT #4

From: noreply@civicplus.com
To: Hand, Jeanann; Clerk
Subject: Online Form Submittal: Board Application
Date: Monday, December 2, 2024 11:34:51 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.
Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name	Patrick
Last Name	Murray
Address1	817 N Alexander St
Address2	*Field not completed.*
City	Mount Dora
State	FL
Zip	32757
Phone Number	9047280872
Email Address	patmurray817@gmail.com
Please provide a brief statement relating to your education, experience and reason for wishing to serve	I hold a bachelor's degree in Geography from Florida State University and have eight years of professional experience in Geographic Information Systems (GIS) and Land Use Planning, working in both municipal and private consulting environments. Currently, I serve as a Planning Project Manager at a planning and landscape architecture firm, where I review and provide insights on the recreation and open space requirements for various developments and municipalities. As a father of two young children, I spend a considerable amount of my free time at community parks, which has deepened my appreciation for these vital spaces. I am eager to serve on the Parks and Recreation Board to combine my professional expertise and personal passion to

	further our local parks and recreational opportunities.
Resume or additional attachments (not required)	Patrick Murray_RVi Resume_December 2024.pdf
Boards on which you wish to serve	Parks and Recreation Board

Upon Completion
This form will be submitted to the City Clerk's Office.

Email not displaying correctly? View it in your browser.

ATTACHMENT #5

From: noreply@civicplus.com
To: Hand, Jeanann; Clerk
Subject: Online Form Submittal: Board Application
Date: Monday, March 6, 2023 9:57:03 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Jane
Last Name	Slivka
Address1	2069 Sheridan Rd
Address2	*Field not completed.*
City	Mount Dora
State	Florida
Zip	32757
Phone Number	352-812-0546
Email Address	Janeslivka@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I graduated from Ohio University in 1975 majoring in art education K through 12. I am a full-time, practicing artist, and own a gallery in Downtowne Mount Dora. I, conduct workshops and participate in art shows all over the country.
Resume or additional attachments (not required)	*Field not completed.*
Boards on which you wish to serve	Public Arts Commission

Upon Completion

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: In Absentia Proposed Policy Definition (Discussion)

Introduction:
In Absentia Proposed Policy Discussion

Discussion:
At the Special City Council Workshop help on December 23, 2024, members present requested the matter of In Absentia policy be revisited. In absentia, a legal term, is Latin for "in the absence" or "while absent." The City Council suggested to review the merits of developing such a policy. The City Attorney has indicated the Charter does not define in absentia, so the Council could define it as a policy via resolution - if so desired to provide a clear definition.

Budget Impact:
None

Strategic Impact:
Policy framework matters are administrative in nature.

Recommendation:
This is an opportunity for City Council to discuss this matter and advise City Attorney to proceed (or not) with draft policy.

Attachment(s):

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Strategic Plan Update

Introduction:
This is an opportunity for City Council to discuss the overview of the updates to Strategic Plan.

Discussion:
As directed by City Council, the attached are the current policies and objectives of the City's Strategic Plan. From previous discussion on this matter, Council suggested a review of these policies.

Budget Impact:
Depending is the City Council wishes to hire a facilitator to assist in the Strategic Plan workshop session, there will be funds required for these services.

Strategic Impact:
The strategic plan reports the priorities that will guide budgeting and resource allocation for the next several years.

Recommendation:
City Council to determine the best actions needed for the updates to the Strategic Plan.

Attachment(s):
1. Strategic Plan Summary - Confirmed 4-8-2021
2. Work Session Strategic Plan Document 3-19-2019

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

Strategic Plan Summary

Goals, Strategies & City Council Ranking

Confirmed 4/8/2021

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

- 1.1.1. Continue implementing Wolf Branch Master Plan
- 1.1.2. Incorporate brand marketing/promote "gateway"

Objective 1.2. Enhance mobility, connectivity, and expand trail network

- 1.2.1. Implementation of the transportation master plan
- 1.2.2. Seek funding sources to pay for trail improvements and future maintenance/include partnerships to establish trailheads and associated amenities

Objective 1.3. Attract new commercial businesses/residential development

- 1.3.1. Promote waterfront development
- 1.3.2. Promote residential development and redevelopment within the Northeast CRA (including mixed-use development of the Grandview Commercial District)
- 1.3.3. Promote Work Force Housing and Attainable Housing
- 1.3.4. Promote energy-conserving construction and practices

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

- 1.4.1. Advertise the trails, downtown Wi-Fi, waterfront, and other city amenities that draw tourists and visitors
- 1.4.2. Develop a standard brand image/Wayfinding signage
- 1.4.3. Re-evaluate special events throughout the year

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan

- 2.3.1. Enhance connectivity and accessibility
- 2.3.2. Increase engagement and collaboration with residents
- 2.3.3. Support Special Events and dedicated open space
- 2.3.4. Invest in an equitable Parks system
- 2.3.5. Advertise recreational activities for all ages and abilities

Objective 2.4. Sustain City Infrastructure

- 2.4.1. Strengthen city cyber-security
- 2.4.2. Identify alternate, sustainable water supply sources

GOAL 3: Fiscal Resources / Human Resources

Objective 3.1. Identify and seek funding sources

- 3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects
- 3.1.2. Seek to create public and private partnerships to conserve government funds and resources for priority projects

Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits

- 3.2.1. Conduct a salary survey

City of Mount Dora, Florida Strategic Plan

FY 2019 to 2024

Includes

Vision | Mission
Goals | Objectives
Performance Indicators

March 19, 2019 City Council Work Session

CITY OF MOUNT DORA
Someplace Special

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Approach

Mount Dora was established as "Royellou" in 1880, and then renamed "Mount Dora" in 1883. The City received its charter in 1910.

The City of Mount Dora City Council held a Strategic Planning Workshop on July 9, 2016. Ms. Marilyn Crotty, director of the Florida Institute of Government at the University of Central Florida, facilitated the session, wherein the Mayor, the Council Members identified strategic issues. Council Members identified eight goals and objectives, which were prioritized for implementation. This exercise identified and prioritized projects and initiatives to provide City staff detailed information regarding expectations for future planning and performance.

The 2018 estimated population of Mount Dora was 14,536; a 17.5% increase since the 2010 census.

Mount Dora encompasses approximately 11.4 square miles.

The City Council held a subsequent Work Session on January 21, 2017, and amended the Strategic Plan, condensing it to include five goals: Economic Development, Infrastructure, Fiscal Resources, Growth Management, and Public Safety. Staff brings quarterly updates to council and an opportunity to fine tune the Strategic Plan.

The strategic plan reports the priorities that will guide budgeting and resource allocation for the next several years.

Vision and Mission

The vision and mission represent the City of Mount Dora's long-term aspirations and the ongoing commitment of Council and City leadership to provide quality municipal services.

Vision

The City Council on February 7, 2012, formally adopted the "Envision Mount Dora Citywide Visioning Study." This document included the following vision statement:

The long-range vision of the City of Mount Dora is to create a diverse, vibrant, and sustainable community featuring a thriving downtown in conjunction with a more accessible and inviting lakefront, while respecting its historic character and small town charm, and serving as a unique regional and local destination for both residents and visitors.

Mission

An example to be considered: Mount Dora provides a full range of high quality municipal services to all our stakeholders in a safe, clean, attractive environment while safeguarding our historical and natural resources and building a strong sense of community.

Goal 1: Economic Development

To have Lake County's top performing economy and be recognized as Lake County's best place to live, learn, play, work, and do business.

Objectives

1. The City will seek the best strategies to attract companies and businesses that will strengthen Mount Dora for future intelligent growth.

2. Mount Dora will strive to have the County's top performing economy and be recognized as Lake County's best place to live, learn, play, work, and do business.

3. The City will provide the infrastructure necessary to support Economic Development by upgrading existing facilities to serve our existing business base and expand our facilities to support future business economic opportunities within the Wolf Branch Innovation District.

4. The Strategic Plan indicates an increase in population, therefore the City will lay the foundation to keep up with growth by investing in technology and Smart City initiatives and embracing the philosophy of 21st Century Policing.

5. While the city lays out the framework for regional economic development, it will promote and implement economic development planning activities and master planning for:
    a. The two (2) Community Redevelopment Agencies (CRAs)
    b. Wolf Branch Innovation District
    c. Grandview Street Commercial District
    d. Other properties and areas as defined.

Goal 2: Infrastructure

To improve Mount Dora's infrastructure and growth decisions to support a competitive economy and high quality of life while at the same time preserving the historical qualities that make the city "Someplace Special."

Objectives

1. Improving Mount Dora's infrastructure and growth decisions to support a competitive economy and high quality of life while at the same time preserving the historical qualities that make this city "Someplace Special."

2. Maintain and operate an efficient and sustainable city that will ensure its longevity:
    a. Install central sewer/water/reclaimed systems north and east of US 441.
    b. Expand/Improve central sewer system and eliminate septic tank use in areas south and west of US 441;

3. The City is committed to maintaining our entire infrastructure in reliable working order while pursuing opportunities to expand our facilities to serve underserved areas within the Joint Planning Area (JPA) and/or the Wolf Branch Innovation District.

4. Improve and maintain pedestrian safety making Mount Dora a walkable community:
    a. Develop/Fund program to complete sidewalk network in pre-established areas south and west of US 441;
    b. Develop an implementation street lighting plan; identify city streetlight design;
    c. Develop a city-wide trail master plan.

5. Improve City's stormwater collection/retention system:
    a. Develop/Fund a program to curb and gutter streets with a stormwater collection system;
    b. Identify possible joint stormwater pond sites the City can purchase.

6. The City will extend Fiber to the Wolf Branch Innovation District via installation of utility infrastructure and install Wi-Fi in the Historic Downtown District to surround City facilities.

7. Reduce visual clutter:
    a. Underground power/utilities on streets where streetscape improvements are being made and where economically viable.

8. Make City, County and other groups aware that the Library offers a great opportunity to educate their stakeholders through the use of displays, programs, meeting spaces, etc.

Goal 3: Fiscal Resources

To grow, sustain, integrate efforts related to research and development, technology transfer and commercialization, and capital to create, nurture, and expand innovation businesses.

Objectives

1. Grow, sustain, integrate efforts related to research and development for the Wolf Branch Innovation District and Smart City initiatives partnering with private, State or County organizations to create, nurture, and expand innovation businesses and capital.

2. Provide for an environment to facilitate the account and reporting to departments, management and state agencies. Provide for a comprehensive budget process to manage the cities expenditures and associated revenues. Provide allocation of resources to be distributed to departmental funding in an equitable manner. Looking into implementing new and improved systems to assist the employees and maximize their performance. Strive to maintain a budget which is sustainable from one year to the next and not revert to use of surplus to run day to day operations.

3. Human resources is one of the City's biggest assets and human capital is a significant investment into the quality of services provided to citizens. The City will strive to provide meaningful and competitive compensation and cost effective benefits that will attract, motivate and retain highly qualified talent.

4. Meet community needs by directly providing or facilitating the delivery of a wide range of parks and recreation offerings, educational and informative services to enhance the rich and diverse interest of both visitors and citizens.

5. The City is committed to protecting the public's investment in infrastructure a rate structure through an allocation of enterprise funding to support City functions and a rate study which supports sound financial principles by reviewing our rate structure every three years.

6. The City will fund:
    a. Downtown parking projects and improvements;
    b. The 2019 Mount Dora Comprehensive Plan Evaluation and Appraisal Report (E.A.R) and associated amendments;
    c. Consultant master planning of the various Comprehensive Plan Elements: Transportation and Mobility, Parks/Recreation and Open Space, Housing, Future Land Use, and Infrastructure.

Goal 4: Growth Management

To ensure Mount Dora's environment and quality of life are sustained and enhanced by future growth plans and development decisions, and to promote, develop, protect, and leverage Mount Dora's natural, art, and cultural assets in a sustainable manner.

Objectives

1. Create a dynamic organization committed to an ongoing process of innovation in the Historic Downtown District while increasing program participation rates for target populations. Enhance special events and delivery of services that influence community image and sense of place.

2. The City will continuously review and maintain a high level of customer service as we move into a growth period. Growth in our city will bring with it an increase in demand for more diversified services. Creating bench strength in each department and division by way of additional training and education will be critical to successful succession planning.

3. The City is a key player in the City of Mount Dora Growth Management initiatives through participation in the various advisory boards, providing new infrastructure to support future growth, and developing policies to support quality growth.

4. The City will provide an effective multi-modal transportation network to accommodate and guide future growth in areas north and east of US 441, while considering the trail system between Mount Dora and Tavares, and within the City.

Goal 5: Public Safety

To create and sustain vibrant, safe, and healthy communities that attract workers residents, businesses, and visitors.

Objectives

1. The Mount Dora community one is of the safest in Central Florida and the Southeast United States. The City will continue its focus on safety and crime reduction through a collaborative effort of Community Oriented Policing.

2. The City will seek continuous process improvement in Public Safety through accreditation for both the Police Department and Fire Department.

3. Following recommendations of the Fitch Report, the City will construct three new fire stations, thereby reducing the average response time and improving the City's ISO Fire rating.

4. The City will continue to engage residents in Public Safety Citizen Academies through the Police and Fire Departments.

Conclusion

The City of Mount Dora's Strategic Plan contains five goals that address economic development, infrastructure, fiscal resources, growth management, and public safety. Attachment A provides project ideas generated during the various strategic planning work sessions that have been held since July 9, 2016.

Mount Dora's elected officials and City staff are committed to operational excellence, process implementation, and continuous improvement using measurable outcomes and performance indicators. This Strategic Plan demonstrates that commitment.

City of Mount Dora Council

Nick Girone
Mayor

Cal Rolfson
Vice Mayor / District 2

Harmon Massey
At-Large

Crissy Stile
At-Large

Laurie Tillett
District 1

John Tucker
District 3

Marc Crail
District 4

Attachment A

Projects List

Economic Development

- Parks & Recreation Master Plan
- Wi-Fi/Bandwidth/Fiber Connection in Downtown CRA
- Wi-Fi/Bandwidth/Fiber Connection in Wolf Branch Innovation District
- Evaluation of Special Events
- Update JPA Contract with County
- Master Mobility Plan as part of EAR/Comp Plan
- Review/Revise Impact Fees to include potential Mobility Fee
- Economic Development Consultant for Wolf Branch Innovation District
- Impact Fee Review by Consultant
- Construct Parks & Recreation General Purpose Building
- Plan & Develop Trail System – Wekiva
- Plan & Develop Trail System – TavDora

Infrastructure

- Construct Public Works Facility
- Stormwater Improvements in Northeast CRA
- Parking Lots in Downtown CRA
- Explore additional properties for future City use
- Apopka Reclaim Interconnect
- FDOT/County/City water/wastewater piping
- Dogwood Mountain Restoration
- Infrastructure Master Plan
- Stormwater Master Plan
- US 441 and SR 44 enhancements
- Construct three Fire Stations
- Renovate Public Safety Building
- Utility Master Plan to include Wolf Branch Innovation District
- Sewer and reclaimed water system outside the interior City limits

Fiscal Resources

- Lincoln Avenue Pool Resurfacing
- Expansion of Library Parking Lot
- Internship Programs (Library and Northeast CRA)
- Joint Internship Program with College
- Lease/Purchase of Post Office Property for Downtown Parking
- Evaluate Mount Dora Golf Association Contract
- Purchase property for future Parks & Recreation General Purpose Building
- Install cloud-based fiscal asset system for vehicles, mobile equipment and facilities

- Install bar-coding system within the warehouse/inventory structure
- Hire Key Personnel: Finance Director and IT Director
- Establish Allocation Method for all Enterprise Funds and Special Revenue Funds
- Improve Budget & CIP Process
- Prepare Sale of Future Bonds

Growth Management

- Wi-Fi Plan for Downtown/Highland Corridor
- Downtown CRA Parking Lot Options Evaluation
- Multi-modal Transportation Network
- Expand Highland Tennis Courts
- Comp Plan and EAR
- Facilities/Building Master Plan
- Request the State Legislature to Designate the Golden Triangle area as a CRA
- City Hall Renovations & Parking Lot
- Trail Lighting/Mobility
- Valet Parking

Public Safety

- Acquire National Accreditation for Fire Department
- Develop Public Safety Plan
- Install Cameras in Parks and Facilities as needed
- Purchase property for Fire Stations
- Goal of six (6) minute response time for Fire Department
- Pedestrian Safety at US 441 and other major intersections
- Place into service an additional Fire Apparatus Ladder Truck using SAFER Personnel

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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Donnelly Street Boardwalk Replacement

Introduction:
This is an opportunity for staff to provide any updates for this important pedestrian walkway located at Donnelley Street (west side) from Limit Avenue to the Waterman Village bridge.

Discussion:
Staff to provide status updates. As of the printing of this staff report, the City is waiting for grant determination by the Florida Division of Emergency Management. Anticipated to receive grant feedback January 2025.

Budget Impact:
Project cost for replacement of pedestrian walkway $1.5 million. City is seeking a grant from the Florida Division of Emergency Management.

Strategic Impact:
Objective 1.2. Enhance mobility, connectivity, and expand trail network

GOAL 2: Infrastructure / Public Safety
Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions
Objective 2.4. Sustain City Infrastructure

Recommendation:
Informational item.

Attachment(s):

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 12/12/2024
	Jeanann Hand, City Clerk	Approved - 12/12/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/12/2024

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Odor Issues

Introduction:
Project: Odor issues and status of City's Wastewater Plant #2

Discussion:
City utility staff to provide updates.

Wastewater Treatment Plant #2 (Located on US Highway 441). City's Web Page Link:
https://ci.mount-dora.fl.us/1459/Wastewater-Treatment-Plant-2

Budget Impact:
City's Utiltites Deartment has budget items for on-going maintenance items.

Strategic Impact:
GOAL 2: Infrastructure / Public Safety

Recommendation:
Informational Item.

Attachment(s):

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Andrew Marsian, Director of Utitlies and Plant Operations	Approved - 12/12/2024
	Jeanann Hand, City Clerk	Approved - 12/12/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/12/2024

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Issuance of a Purchase Order to Upgrade the City's Current Enterprise Resource Planning (ERP) Software to the Latest Cloud-based Solution. Associated Agenda Documents and Attachments are Confidential and Exempt Under Florida Statute 119.0725(b) and/or (d)

Introduction:
This is a request for the City Council to approve the issuance of a purchase order in the amount of $222,650 to the City's current ERP vendor for cloud migration.

Discussion:
At the May 20, 2014, meeting, the City Council approved the purchase of a new Enterprise Resource Planning (ERP) software solution for the city. Since then, the City has achieved significant efficiencies, such as eliminating the previous paper-based accounts payable system, creating streamlined workflows for electronic approvals of purchase orders and accounts payable, and introducing new payment options for residents, including those for building permits and utility bills. This software package is the backbone of the departments operations.

Recently, staff met with the ERP software vendor to discuss their cloud-based solution. Attached is the quote for the City Council's consideration regarding the transition of our ERP services from the current .NET on-premises client-server solution to the cloud-based system. The vendor released the cloud version in 2021 and has since discontinued the .NET solution, no longer offering updates for the modules we are currently using. While they will continue to support the .NET version for a few more years, the vendor indicated that a timeline of five years or less for this support is realistic. Staff have seen a demonstration of this updated version and recommend moving forward with the upgrade. The cloud-based software addresses several limitations in the previous version, particularly concerning lookup functions and reporting structures, which have caused challenges for staff in day-to-day operations.

Additionally, the cloud-based solution enhances the workflow process, enabling department heads to approve requests directly from notification alerts, which has been a frequently requested feature. Given the changes in how we work over the past few years, the ability to

access the ERP system remotely—whether from home, a conference, or any location outside the City's server network—has become increasingly essential. The cloud-based software provides this critical flexibility.

Associated agenda documents and attachments are confidential and exempt under ss. 119.0725(b) and/or(d), *Florida Statutes*.

Budget Impact:
Cost will be $222,650 funded and approved under FY24-25 operating budget.

Strategic Impact:
GOAL 2: Infrastructure / Public Safety
Objective 2.4. Sustain City Infrastructure
2.4.1. Strengthen city cyber-security

Recommendation:
City Council approve the issuance of a purchase order to the City's current ERP vendor in the amount of $222,650.

Attachment(s):
1. Cloud Migration Quote
2. Presentation

Prepared by:	Jason Marlar, IT Director	
Reviewed by:	Jason Marlar, IT Director	Approved - 12/3/2024
	Matthew Dodson, Budget Officer	Approved - 12/3/2024
	Rita Meade, Finance Director	Approved - 12/3/2024
	City Attorney, City Attorney	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

ATTACHMENT #1

Proposal for:

City of Mount Dora, Lake County FL

August 14, 2024

[redacted]

[redacted]

Thank you for the opportunity to quote our software and services.

At [redacted], we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to ***listen****. Delivering unparalleled customer service is the foundation of our company.*

[redacted]

ATTACHMENT #1

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact [redacted] for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules - *Annual Fee*

Financial Management	
General Ledger	**$6,025**
Accounts Payable	**$4,940**
Cash Receipting	**$5,510**
Accounts Receivable	**$4,595**
Fixed Assets	**$4,480**
Purchase Order	**$4,825**
Inventory Management	**$4,705**
Work Order	**$4,940**
Cemetery Management *(based on approximately 7,000 plots)* *Will be implemented at a later time when module becomes available*	**$1,815**
Utility Billing *(approximately 12,808 utility accounts)*	**$18,315**
Personnel Management	
Payroll	**$8,180**
Human Resources	**$5,690**
Timesheets	**$3,700**
Community Development	
Community Development	**$9,860**
Business Licensing	**$4,705**
[redacted] **Online** *Fees for [redacted] Online subscription services will be charged at the next renewal period*	
Community Development *Permit Application Feature - Enables contractors and the general public to submit permit applications online*	**$4,140**
Subtotal	**$96,425**

[redacted]

[redacted] Online - *Fees for [redacted] Online subscription services will be charged at the next renewal period.*

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

$39,325

Implementation and Training

- *$1,100/day*
- *Days quoted are estimates; you are billed for actual days used*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Software Setup	Days:	16		**$17,600**
Financial Management Modules	Days:	24		**$26,400**
Personnel Management Modules	Days:	19		**$20,900**
Community Development Modules	Days:	20		**$22,000**
	Total:	79	Subtotal	**$86,900**

Cost Totals

Modules - ***Annual Fee***	$96,425
Project Management and Implementation Planning	$39,325
Implementation and Training	$86,900
Total Proposed	**$222,650**
Travel Expenses	*$58,795*

Payment Schedule

1st Payment:	**$39,325** to be invoiced upon execution of this agreement.
2nd Payment:	**$92,285** to be invoiced at activation of customer's site.
3rd Payment:	**$145,695** to be invoiced upon completion of training.
4th Payment:	**$4,140** to be invoiced upon next renewal of subscription-based [redacted] Online features.

[redacted]

ATTACHMENT #1

Additional Information

Program Customization

[redacted] strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
[redacted]	$1,100	x ____	=	$_____
[redacted]	$275	x ____	=	$_____
[redacted]	$275	x ____	=	$_____

This will add $_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to [redacted] in its original packaging. Returns are subject to a re-stocking fee of $50.00.

Additional Training - Community Development Report Designer

Most of our Community Development customers heavily use our Report Designer, which is included free with the module. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in [redacted], or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Community Development software.

___ Classroom training, $205/person/day

___ On-site training (unlimited attendees), $1,100/day, travel not included

[redacted] Online

Connection Requirements

[redacted] Cloud modules require a high-speed internet connection (cable modem or DSL).

BS&A SOFTWARE®

Leadership Presentation

ERP Software Designed for Local Government

bsasoftware.com

ATTACHMENT #2

AGENDA

About Us

BS&A Background

Technology

Technology Overview

Benefits

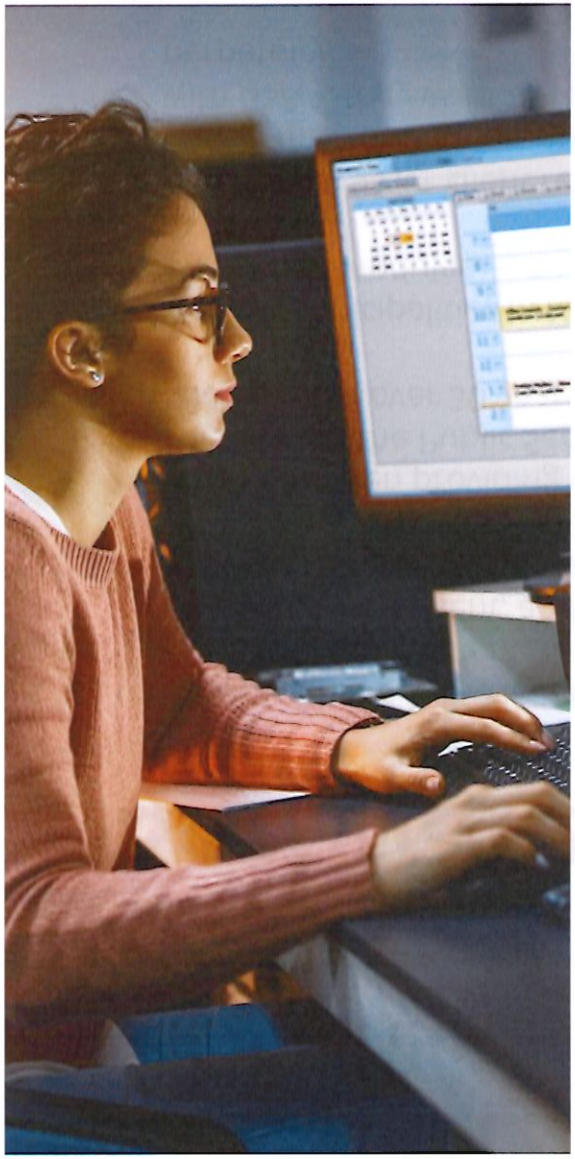
The Benefits of BS&A Cloud

Timeline

The Future of BS&A

About BS&A Software

- BS&A Software is the leading provider of Financial Management, Tax and Assessing, Utilities Management, and HRMS software for the Public Sector in the State of Michigan.
- BS&A has been providing our software solutions to the Public Sector in the State of Michigan for over 30 years.
- 99% of municipalities in Michigan use at least one of our modules.
- BS&A has a 99%+ client retention rate, meaning once a municipality chooses to move forward with BS&A, they want to remain a client in perpetuity.



BS&A's Software Platforms

What You Have Today

.NET / Desktop

.NET is an on-premise, client-server solution. This platform was released in 2008, making it a 16-year-old product.

What We Recommend

Cloud

Cloud is the platform of the future. BS&A released Cloud in 2021, and it offers significant technological and security enhancements creating a more advantageous environment.

Why Cloud?

Access
Work from anywhere with an Internet connection across a range of devices.

Security
Secure Cloud environment with 99.99% up time and Multi Factor Authentication.

Disaster Recovery
Geo-redundant backups occur automatically at regular intervals to two different regions in the United States

Future-Proof
Inherit future versions of BS&A Cloud, included in your annual subscription

Reduce Liability
Eliminate, or reduce, physical servers and we'll handle securing BS&A in cooperation with Microsoft Azure.

Cohesion
With a single BS&A database, our customers can achieve a deeper level of integration than ever before.

Elevate Your Experience with BS&A Cloud

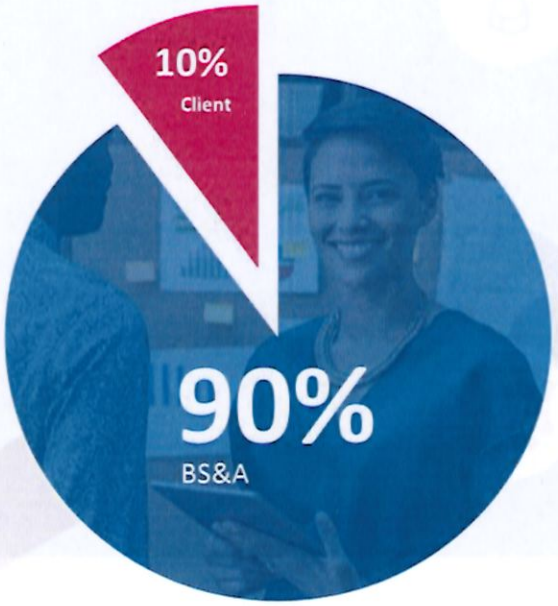
Experience. BS&A Cloud is our fourth iteration of our solutions over the last 30 years… We are prepared to take you to Cloud.

Ownership. We take ownership of the implementation **by putting 90% of the workload on our shoulders.**

Teamwork. Our team and your team work together at each stage of the process – no silos.

Support. We support you the way we always have – with attention and understanding.

Share of Implementation Responsibility



Let's Compare the Differences

Platforms	.NET	Cloud	Comments
Comprehensive Access	✗	✓	• .NET requires a VPN or Remote Connection to Access the system from off-site. • Cloud Only Requires a Web-Browser
Robust Security	✗	✓	• .NET offers limited security settings by user. • Cloud supports record and field level security, and record restrictions by role.
Disaster Recovery	✗	✓	• .NET does not offer disaster recovery, this would be an additional purchase outside of BS&A. • Cloud has disaster recovery included
Hardware Requirements	✓	✗	• .NET Requires hardware like a Windows PC, SQL Server, and routine maintenance. • Cloud does not require our clients to maintain a server, and all server upgrades are included
Automatic Updates	✗	✓	• .NET requires the user to install updates manually on each workstation for each module • Cloud supports automatic updates

Let's Compare the Differences Continued...

Platforms	.NET	Cloud	Comments
Background Reporting/Processing	✗	✓	• .NET requires that the module pauses while a report or process runs, locking up the system. • Cloud runs reports/processes in the background allowing you to continuously use the system
Unlimited Storage	✗	✓	• .NET's storage limits are purchased and determined by the municipality, separately from BS&A. • Cloud includes unlimited storage on MS Azure
User Defined Workflows	✗	✓	• .NET offers limited workflow functions • Cloud allows for workflows and automation
User Defined Dashboards	✗	✓	• .NET does not offer any dashboards • Cloud supports unlimited role-based dashboards

- Ransomware Resistance
- Disaster Recovery
- Regular, Automatic Backups
- Reduce Liability

- Less downtime
- Run heavy processes in the background
- Customize dashboards, workflows, workspaces and more.

- Easy access from home
- Access to real-time data from multiple locations
- No need to maintain a physical server

BS&A's Platform History

DOS

Jim Bellefeuil releases DOS, the first iteration of what we know as BS&A Software today.

1986

1995-2001

Pervasive

BS&A Software releases a new platform, moving from DOS to Windows using the Pervasive database engine.

BS&A's Platform History

.NET

BS&A Software releases .NET, replacing Pervasive as it became outdated.

2008

Cloud

BS&A Software releases Cloud, the 4th iteration of our software solutions that are utilized throughout Michigan and 19 additional states in the U.S.

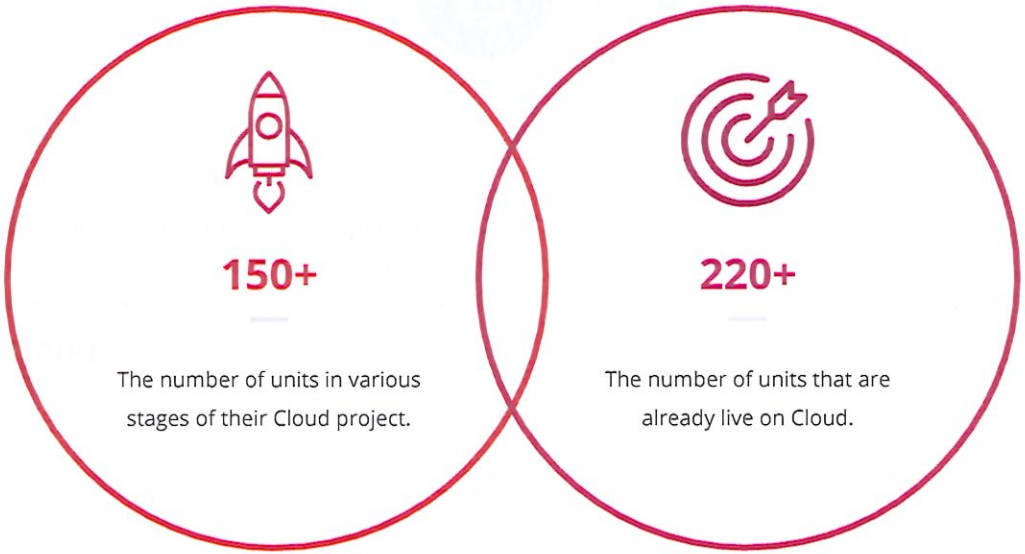
2021

Today

BS&A Cloud and You

We recommend considering an upgrade to Cloud to keep up with technology and security enhancements as we continue to create a more advantageous environment for our clients.

Cloud Adoption Statistics



ATTACHMENT #2

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Task Authorization with Cathcart Construction Company - Florida, LLC for Construction of Paving and Drainage Improvements at E. 9th Avenue and Forres Park

---

Introduction:
This is a request for Council to approve a task authorization with Cathcart Construction Company - Florida, LLC for construction of paving and drainage improvements at E. 9th Avenue and Forres Park.

Discussion:
Lacking adequate drains located at 9th Avenue at Forres Park holds water on the pavement. This has been on on-going issues with residents complaints. Excess stormwater runoff cuts through the earthen slope beyond the end of E. 9th Avenue causing soil erosion. Construction plans include addition of drainage inlets and pipe in E. 9th Avenue and an outfall pipe across the existing Forres Park parking lot. This project includes placement of an asphalt surface on the parking lot which is presently unpaved.

E. 9th Avenue Flooding

Erosion in Forres Park

Budget Impact:
This project is currently budgeted for construction under GL#445-5555-580.63-01-SW2406.
Project Cost: $294,776

Strategic Impact:
GOAL 2: Infrastructure / Public Safety
Objective 2.4. Sustain City Infrastructure

Recommendation:
Council approve the task authorization with Cathcart Construction Company - Florida, LLC for construction of paving and drainage improvements at E. 9th Avenue and Forres Park.

Attachment(s):
1. Task Authorization 9th Avenue

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 12/12/2024
	Rita Meade, Finance Director	Approved - 12/12/2024
	City Attorney, City Attorney	Approved - 12/23/2024
	Jeanann Hand, City Clerk	Approved - 12/23/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/23/2024

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Cathcart Construction Company-Florida, LLC. (Contractor) and the City of Mount Dora, approved under Piggyback Agreement, Council Agenda Consent Agenda Item #1 July 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	**Project Name:** E. 9th Avenue (storm water inlet installation & park pond modifications) **Project Amount:** $ 294,776.00 **Budget Account Number:** GL 445-5555-580.63-01-SW2406 **City Project Manager:** Johnny Reynolds **Contractor:** Cathcart Construction Company-Florida, LLC **Contractor Project Manager:** Matt Blanton

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Contractor's scope of work, sub-contractors, schedule, and compensation details are attached.

Recommended By:

Print: George Marek, P.E., Director of Public Works

Date: 11/19/2024

Signature:

Reviewed By:

Print: Johnny Reynolds, Project Manager –Public Works

Date: 11/19/2024

Signature:

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Matt T. Blanton, President	**Print Name:**
Signature:	**Signature:**
Date: 11·19·24	**Date:**

Exhibit A – Scope of Work

Construct stormwater facilities according to the E. 9th Avenue Stormwater Inlet Installation & Park Pond Modification Plans dated May 2024, Signed and Sealed November 14, 2024.

The plans are appended to this task authorization document.

Exhibit B – Sub-Contractors

1. Donoghue Survey
2. Woodland Paving

Exhibit C – Schedule

Project completion within 3-months following receipt of a purchase order for the work.

Exhibit D – Compensation

Compensation according to the Contractor's price proposal appended to this document.

CITYWIDE INFRASTRUCTURE
POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION

MOUNT DORA
E 9th Avenue - Stormwater and Park Pond

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization / Demobilization (Not to Exceed 12% of Contract Value)	%	1	$ 25,775.00	$ 25,775.00
1.02	Maintenance of Traffic (Not to Exceed 5% of contract Value)	%	1	$ 11,250.00	$ 11,250.00
1.03	Arrow Board / Advance Warning Flashing	ED		$ 25.00	$ -
1.04	Portable Changeable Message Sign	ED		$ 55.00	$ -
1.05	Pre Construction Video of Work Area	EA		$ 2,500.00	$ -
1.06	Utility System Record Drawings	EA/1000 LF	2	$ 1,750.00	$ 3,500.00
1.07	FDEP Partial Clearance Testing/Certification Potable Water System	EA		$ 2,500.00	$ -
1.08	FDEP Partial Clearance Testing/Certification Sanitary System	EA		$ 1,750.00	$ -
1.09	FDEP Final Clearance Testing/Certification Potable Water System	EA		$ 3,000.00	$ -
1.10	FDEP Final Clearance Testing/Certification Sanitary System	EA		$ 1,750.00	$ -
				Subtotal	**$ 40,525.00**
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	LF	1,382	$ 3.00	$ 4,146.00
2.02	Inlet Protection System	EA	5	$ 250.00	$ 1,250.00
2.03	Clearing and Grubbing Within the ROW	SY	2,955	$ 5.00	$ 14,775.00
2.04	Removal of Existing Structure	SF		$ 150.00	$ -
2.05	Removal of Existing Concrete Pavement - Sidewalks & Driveways	SY		$ 15.00	$ -
2.06	Regular Excavation	CY	525	$ 24.00	$ 12,600.00
2.07	Borrow Excavation, Truck Measure	CY		$ 35.00	$ -
2.08	Embankment	CY		$ 30.00	$ -
2.09	Flowable Fill - Excavatable Type	CY		$ 450.00	$ -
2.10	Excavation for Structures	CY		$ 25.00	$ -
				Subtotal	**$ 32,771.00**
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)					
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	LF		$ 25.00	$ -
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	LF		$ 40.00	$ -
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	LF		$ 65.00	$ -
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	80		$ 90.00	$ -
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	LF		$ 100.00	$ -
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	LF		$ 150.00	$ -
3.07	Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18	LF		$ 180.00	$ -
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	LF		$ 95.00	$ -
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE	LF		$ 100.00	$ -
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	LF		$ 120.00	$ -
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	LF		$ 140.00	$ -
3.12	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	LF		$ 170.00	$ -
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"	LF		$ 20.00	$ -
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	LF		$ 20.00	$ -
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	LF		$ 16.00	$ -
3.16	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"	LF		$ 30.00	$ -
3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	LF		$ 18.00	$ -
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	LF		$ 40.00	$ -
3.19	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	LF		$ 40.00	$ -
3.20	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"	LF		$ 50.00	$ -
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	LF		$ 15.00	$ -
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	LF		$ 15.00	$ -

3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	LF		$ 15.00	$ -
3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	LF		$ 25.00	$ -
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	LF		$ 25.00	$ -
3.26	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	LF		$ 25.00	$ -
3.27	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	LF		$ 25.00	$ -
3.28	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"	LF		$ 35.00	$ -
3.29	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"	EA		$ 150.00	$ -
3.30	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"	EA		$ 400.00	$ -
3.31	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"	EA		$ 500.00	$ -
3.32	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"	EA		$ 800.00	$ -
3.33	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"	EA		$ 1,200.00	$ -
3.34	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"	EA		$ 1,400.00	$ -
3.35	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"	EA		$ 3,400.00	$ -
3.36	Utility Pipe, Existing Valve Box Adjust to Grade with Concrete Collar	EA		$ 450.00	$ -
				Subtotal	**$ -**
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)					
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA		$ 850.00	$ -
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA		$ 1,100.00	$ -
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA		$ 200.00	$ -
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA		$ 500.00	$ -
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA		$ 900.00	$ -
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA		$ 250.00	$ -
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA		$ 800.00	$ -
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA		$ 4,000.00	$ -
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA		$ 100.00	$ -
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA		$ 1,500.00	$ -
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA		$ 750.00	$ -
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA		$ 2,000.00	$ -
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA		$ 6,000.00	$ -
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA		$ 250.00	$ -
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA		$ 1,500.00	$ -
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA		$ 750.00	$ -
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA		$ 2,400.00	$ -
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA		$ 7,000.00	$ -
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA		$ 350.00	$ -
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA		$ 1,500.00	$ -
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA		$ 850.00	$ -
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA		$ 3,300.00	$ -
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA		$ 9,000.00	$ -
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA		$ 400.00	$ -
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA		$ 1,500.00	$ -
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA		$ 950.00	$ -
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA		$ 5,500.00	$ -
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA		$ 14,000.00	$ -
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA		$ 500.00	$ -
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA		$ 1,500.00	$ -
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA		$ 1,200.00	$ -
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA		$ 7,000.00	$ -
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA		$ 15,000.00	$ -
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA		$ 550.00	$ -
5.35	Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM	EA		$ 2,500.00	$ -
5.36	Utility Fixture, F&I, Water, Saddle on 16" WM	EA		$ 1,400.00	$ -
5.37	Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM	EA		$ 12,500.00	$ -
5.38	Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM	EA		$ 21,000.00	$ -
5.39	Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM	EA		$ 1,200.00	$ -
5.40	Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"	EA		$ 800.00	$ -
5.41	Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"	EA		$ 2,000.00	$ -
5.42	Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"	EA		$ 800.00	$ -
5.43	Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"	EA		$ 2,000.00	$ -
5.44	Utility Fixture, F&I, 1" Single Short Water Service on 3"	EA		$ 800.00	$ -
5.45	Utility Fixture, F&I, 1" Single Long Water Service on 3"	EA		$ 2,000.00	$ -
5.46	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	EA		$ 800.00	$ -
5.47	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	EA		$ 2,000.00	$ -
5.48	Utility Fixture, F&I, 1" Single Short Water Service on 4"	EA		$ 850.00	$ -
5.49	Utility Fixture, F&I, 1" Single Long Water Service on 4"	EA		$ 2,050.00	$ -
5.50	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	EA		$ 1,400.00	$ -
5.51	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	EA		$ 2,400.00	$ -

5.52	Utility Fixture, F&I, 1" Single Short Water Service on 6"	EA		$ 900.00	$ -
5.53	Utility Fixture, F&I, 1" Single Long Water Service on 6"	EA		$ 2,100.00	$ -
5.54	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	EA		$ 1,400.00	$ -
5.55	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	EA		$ 2,400.00	$ -
5.56	Utility Fixture, F&I, 1" Single Short Water Service on 8"	EA		$ 950.00	$ -
5.57	Utility Fixture, F&I, 1" Single Long Water Service on 8"	EA		$ 2,200.00	$ -
5.58	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	EA		$ 1,700.00	$ -
5.59	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	EA		$ 2,700.00	$ -
5.60	Utility Fixture, F&I, 1" Single Short Water Service on 10"	EA		$ 1,000.00	$ -
5.61	Utility Fixture, F&I, 1" Single Long Water Service on 10"	EA		$ 2,300.00	$ -
5.62	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	EA		$ 1,700.00	$ -
5.63	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	EA		$ 2,700.00	$ -
5.64	Utility Fixture, F&I, 1" Single Short Water Service on 12"	EA		$ 1,000.00	$ -
5.65	Utility Fixture, F&I, 1" Single Long Water Service on 12"	EA		$ 2,300.00	$ -
5.66	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	EA		$ 1,700.00	$ -
5.67	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	EA		$ 2,700.00	$ -
5.68	Utility Fixture, F&I, Single Meter Box	EA		$ 850.00	$ -
5.69	Utility Fixture, F&I, Double Meter Box	EA		$ 1,500.00	$ -
5.70	Utility Fixture, F&I, 2" Blow-off Assembly Complete w/Box	AS		$ 2,400.00	$ -
5.71	Utility Fixture, Existing Meter Box Adjust to Grade	EA		$ 550.00	$ -
				Subtotal	**$ -**
6.00 Fire Hydrants					
6.01	Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit	EA		$ 8,000.00	$ -
6.02	Fire Hydrant, Existing, Adjust & Modify	EA		$ 4,000.00	$ -
6.03	Fire Hydrant Relocate Existing	EA	2	$ 4,000.00	$ 8,000.00
6.04	Fire Hydrant Remove	EA		$ 2,500.00	$ -
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	EA		$ 1,500.00	$ -
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	EA		$ 2,000.00	$ -
6.07	FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only	EA		$ 2,500.00	$ -
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	EA		$ 3,500.00	$ -
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	EA		$ 350.00	$ -
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only	EA		$ 450.00	$ -
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only	EA		$ 650.00	$ -
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only	EA		$ 750.00	$ -
				Subtotal	**$ 8,000.00**
7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)					
7.01	Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only)	LF		$ 200.00	$ -
7.02	Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25	LF		$ 275.00	$ -
7.03	Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25	LF		$ 300.00	$ -
7.04	Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25	LF		$ 350.00	$ -
7.05	Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25	LF		$ 350.00	$ -
7.06	Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25	LF		$ 500.00	$ -
7.07	Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25	LF		$ 600.00	$ -
7.08	Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25	LF		$ 750.00	$ -
7.09	Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25	LF		$ 800.00	$ -
7.10	Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18	LF		$ 55.00	$ -
7.11	Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18	LF		$ 85.00	$ -
7.12	Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18	LF		$ 125.00	$ -
7.13	Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18	LF		$ 175.00	$ -
7.14	Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18	LF		$ 250.00	$ -
7.15	Utility Pipe, F&I, Sewer Forcemain, 8" DIP	LF		$ 175.00	$ -
7.16	Utility Pipe, F&I, Sewer Forcemain, 10" DIP	LF		$ 210.00	$ -
7.17	Utility Pipe, F&I, Sewer Forcemain, 12" DIP	LF		$ 240.00	$ -
7.18	Utility Pipe, F&I, Sewer Forcemain, 16" DIP	LF		$ 300.00	$ -
7.19	Utility Pipe, Sewer, Remove/Dispose, 6"	LF		$ 30.00	$ -
7.20	Utility Pipe, Sewer, Remove/Dispose, 8"	LF		$ 35.00	$ -
7.21	Utility Pipe, Sewer, Remove/Dispose, 10"	LF		$ 40.00	$ -
7.22	Utility Pipe, Sewer, Remove/Dispose, 12"	LF		$ 40.00	$ -
7.23	Utility Pipe, Sewer, Remove/Dispose, 16"	LF		$ 50.00	$ -
7.24	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 6"	LF		$ 120.00	$ -
7.25	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 8"	LF		$ 140.00	$ -
7.26	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 10"	LF		$ 160.00	$ -
7.27	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 12"	LF		$ 180.00	$ -

7.28	Utility Fixture, F&I, 6" Sewer Service Fitting to 6" Gravity Main	EA		$ 600.00	$ -
7.29	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA		$ 750.00	$ -
7.30	Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main	EA		$ 750.00	$ -
7.31	Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main	EA		$ 850.00	$ -
7.32	Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main	EA		$ 850.00	$ -
7.33	Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main	EA		$ 1,500.00	$ -
7.34	Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main	EA		$ 2,000.00	$ -
7.35	Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main	EA		$ 2,500.00	$ -
7.36	Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main	EA		$ 3,000.00	$ -
7.37	Utility Fixture, F&I, 4" Cleanout Sewer	EA		$ 550.00	$ -
7.38	Utility Fixture, F&I, 6" Cleanout Sewer	EA		$ 650.00	$ -
7.39	Lining of Existing Sewer Manhole	EA		$ 7,000.00	$ -
7.40	Sewer Manhole Complete	EA		$ 12,000.00	$ -
7.41	Connect to Existing Sewer Manhole / TANK	EA		$ 2,500.00	$ -
				Subtotal	**$ -**
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)					
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	EA		$ 850.00	$ -
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	EA		$ 1,100.00	$ -
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	EA		$ 200.00	$ -
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	EA		$ 500.00	$ -
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	EA		$ 900.00	$ -
8.06	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"	EA		$ 1,100.00	$ -
8.07	Utility Fixture, F&I, Reclaimed, Saddle on 2"	EA		$ 250.00	$ -
8.08	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	EA		$ 800.00	$ -
8.09	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	EA		$ 4,000.00	$ -
8.10	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	EA		$ 100.00	$ -
8.11	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	EA		$ 1,500.00	$ -
8.12	Utility Fixture, F&I, Reclaimed, Saddle on 4"	EA		$ 750.00	$ -
8.13	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	EA		$ 2,000.00	$ -
8.14	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	EA		$ 6,000.00	$ -
8.15	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	EA		$ 250.00	$ -
8.16	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	EA		$ 1,500.00	$ -
8.17	Utility Fixture, F&I, Reclaimed, Saddle on 6"	EA		$ 750.00	$ -
8.18	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	EA		$ 2,400.00	$ -
8.19	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	EA		$ 7,000.00	$ -
8.20	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	EA		$ 350.00	$ -
8.21	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	EA		$ 1,500.00	$ -
8.22	Utility Fixture, F&I, Reclaimed, Saddle on 8"	EA		$ 850.00	$ -
8.23	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	EA		$ 3,200.00	$ -
8.24	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	EA		$ 9,000.00	$ -
8.25	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	EA		$ 400.00	$ -
8.26	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	EA		$ 1,500.00	$ -
8.27	Utility Fixture, F&I, Reclaimed, Saddle on 10"	EA		$ 950.00	$ -
8.28	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	EA		$ 5,500.00	$ -
8.29	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	EA		$ 14,000.00	$ -
8.30	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	EA		$ 500.00	$ -
8.31	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	EA		$ 1,500.00	$ -
8.32	Utility Fixture, F&I, Reclaimed, Saddle on 12"	EA		$ 1,200.00	$ -
8.33	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	EA		$ 7,000.00	$ -
8.34	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	EA		$ 15,000.00	$ -
8.35	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	EA		$ 550.00	$ -
8.36	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"	EA		$ 2,500.00	$ -
8.37	Utility Fixture, F&I, Reclaimed, Saddle on 16"	EA		$ 1,400.00	$ -
8.38	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"	EA		$ 12,500.00	$ -
8.39	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"	EA		$ 21,000.00	$ -
8.40	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"	EA		$ 1,200.00	$ -
8.41	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	EA		$ 800.00	$ -
8.42	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	EA		$ 2,000.00	$ -
8.43	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	EA		$ 800.00	$ -
8.44	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	EA		$ 2,000.00	$ -
8.45	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	EA		$ 800.00	$ -
8.46	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	EA		$ 2,000.00	$ -
8.47	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	EA		$ 1,200.00	$ -
8.48	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	EA		$ 2,200.00	$ -
8.49	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	EA		$ 850.00	$ -
8.50	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	EA		$ 2,050.00	$ -
8.51	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	EA		$ 1,400.00	$ -

8.52	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	EA		$ 2,400.00	$ -
8.53	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	EA		$ 900.00	$ -
8.54	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	EA		$ 2,100.00	$ -
8.55	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	EA		$ 1,400.00	$ -
8.56	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	EA		$ 2,400.00	$ -
8.57	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	EA		$ 950.00	$ -
8.58	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	EA		$ 2,200.00	$ -
8.59	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	EA		$ 1,700.00	$ -
8.60	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	EA		$ 2,700.00	$ -
8.61	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	EA		$ 1,000.00	$ -
8.62	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	EA		$ 2,300.00	$ -
8.63	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	EA		$ 1,700.00	$ -
8.64	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	EA		$ 2,700.00	$ -
8.65	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	EA		$ 1,000.00	$ -
8.66	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	EA		$ 2,300.00	$ -
8.67	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	EA		$ 1,700.00	$ -
8.68	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	EA		$ 2,700.00	$ -
8.69	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"	EA		$ 1,400.00	$ -
8.70	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"	EA		$ 2,400.00	$ -
8.71	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"	EA		$ 2,200.00	$ -
8.72	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"	EA		$ 3,200.00	$ -
8.73	Utility Fixture, Meter Relocate and Adjust Box	EA		$ 550.00	$ -
8.74	Utility Fixture, F&I, Single Reclaimed Meter Box	EA		$ 850.00	$ -
8.75	Utility Fixture, F&I, Double Reclaimed Meter Box	EA		$ 1,500.00	$ -
				Subtotal	**$ -**
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Base & Joint Sand	SY		$ 150.00	$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand	SY		$ 140.00	$ -
9.03	Concrete Class II, Approach Slabs	CY		$ 350.00	$ -
9.04	Clearing & Grubbing for Pavers	SY		$ 18.00	$ -
9.05	Paver Bendable Drain Pipe 4", F&I, w/Aggregate	LF		$ 8.00	$ -
9.06	Paver Drain Clean-out 4", F&I	EA		$ 125.00	$ -
9.07	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	EA		$ 1,750.00	$ -
				Subtotal	**$ -**
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	LF		$ 55.00	$ -
10.02	Concrete Curb & Gutter, Type A	LF		$ 45.00	$ -
10.03	Concrete Curb & Gutter, Type B	LF		$ 45.00	$ -
10.04	Concrete Curb & Gutter, Type D	LF	78	$ 50.00	$ 3,900.00
10.05	Concrete Curb & Gutter, Type E	LF		$ 50.00	$ -
10.06	Concrete Drop Curb, FDOT	LF		$ 50.00	$ -
10.07	Concrete Ribbon Curb 12" Width	LF	52	$ 45.00	$ 2,340.00
10.08	Concrete Valley Gutter	LF		$ 70.00	$ -
10.09	Sidewalk Concrete, 4" Thick	SY	18	$ 65.00	$ 1,170.00
10.10	Special Sidewalk Finish - Trowel Edge Alternating Broom Fields	SY		$ 5.00	$ -
10.11	Single Direction Detectable Warning Mat (New)	EA		$ 150.00	$ -
10.12	Dual Direction Detectable Warning (New)Mat	EA		$ 300.00	$ -
10.13	Sidewalk/Pavement Concrete, 6" Thick	SY		$ 90.00	$ -
10.14	Driveway Apron Concrete, 6" Thick	SY	18	$ 90.00	$ 1,620.00
10.15	Detectable Warning Mat on Existing Walking Surface	EA		$ 150.00	$ -
10.16	Concrete Class NS, Gravity Wall	CY		$ 600.00	$ -
10.17	Concrete Traffic Separator, Special - Variable Width	SY		$ 130.00	$ -
10.18	Concrete Barrier Wall, Removal	LF		$ 50.00	$ -
10.19	Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape	LF		$ 275.00	$ -
10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply	SF		$ 4.00	$ -
10.21	Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways	SF		$ 1.00	$ -
				Subtotal	**$ 9,030.00**
11.00 Pavement Restoration (Refer to Section 02010)					
11.01	Stabilization Type B (per City Detail)	SY	494	$ 15.00	$ 7,410.00
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	SY	472	$ 65.00	$ 30,680.00
11.03	Tack and Sand Optional Base or Limerock (Per FDOT Spec)	SY		$ 1.50	$ -
11.04	Asphalt Patching (per City Detail)	SY	472	$ 50.00	$ 23,600.00
11.05	Milling Existing Asphalt Pav't. 1.25" Average Depth	SY		$ 7.00	$ -
11.06	Milling Existing Asphalt Pav't. 1.50" Average Depth	SY		$ 8.00	$ -

11.07	SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth	TN		$ 300.00	$ -
11.08	SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth	TN		$ 300.00	$ -
11.09	Reinforced Concrete Pavement 8" Depth	SY		$ 175.00	$ -
11.10	Traffic Signal Loop Assembly, F&I Type 'F'	AS		$ 2,800.00	$ -
11.11	Retro-Reflective Pavement Markers	EA		$ 7.00	$ -
11.12	Thermoplastic Pavement Marking, Standard, White, Solid, 6"	LF	232	$ 5.00	$ 1,160.00
11.13	Thermoplastic Pavement Marking, Standard, White, Solid, 8"	LF		$ 8.00	$ -
11.14	Thermoplastic Pavement Marking, Standard, White, Solid, 12"	LF		$ 10.00	$ -
11.15	Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons	LF		$ 15.00	$ -
11.16	Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks	LF		$ 18.00	$ -
11.17	Thermoplastic Pavement Marking, Standard, White, Message or Symbol	EA		$ 150.00	$ -
11.18	Thermoplastic Pavement Marking, Standard, White, Arrows	EA		$ 125.00	$ -
11.19	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"	LF		$ 7.00	$ -
11.20	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"	LF		$ 10.00	$ -
11.21	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	LF		$ 15.00	$ -
11.22	Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width	LF		$ 18.00	$ -
11.23	Temporary Asphalt Paint - Pre-Thermoplastic	LS		$ 4,500.00	$ -
				Subtotal	**$ 62,850.00**
12.00 Stormwater Improvements and Restoration (Refer to Section 02010)					
12.01	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH	EA		$ 6,500.00	$ -
12.02	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH	EA		$ 6,500.00	$ -
12.03	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH	EA		$ 8,500.00	$ -
12.04	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH	EA		$ 8,500.00	$ -
12.05	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH	EA		$ 8,500.00	$ -
12.06	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH	EA		$ 6,000.00	$ -
12.07	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH	EA		$ 6,000.00	$ -
12.08	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH	EA		$ 9,000.00	$ -
12.09	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH	EA		$ 9,000.00	$ -
12.10	Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH	EA		$ 11,000.00	$ -
12.11	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH	EA		$ 10,000.00	$ -
12.12	Ditch Bottom Inlet, F&I -Type D, 5' Square, 4' OAH	EA	5	$ 6,000.00	$ 30,000.00
12.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)	EA		$ 6,500.00	$ -
12.14	USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)	EA		$ 7,000.00	$ -
12.15	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	EA		$ 9,000.00	$ -
12.16	Manhole Adjust to Grade Existing	EA		$ 1,750.00	$ -
12.17	Manhole Top, F&I, City Standard	EA		$ 3,250.00	$ -
12.18	Pipe Culvert, F&I, RCP, Round, 15"	LF		$ 150.00	$ -
12.19	Pipe Culvert, F&I, RCP, Round, 18"	LF	537	$ 175.00	$ 93,975.00
12.20	Pipe Culvert, F&I, RCP, Round, 24"	LF		$ 250.00	$ -
12.21	Pipe Culvert, F&I, RCP, Round, 30"	LF		$ 300.00	$ -
12.22	Pipe Culvert, F&I, RCP, Round, 36"	LF		$ 350.00	$ -
12.23	Pipe Culvert, F&I, RCP, Round, 42"	LF		$ 450.00	$ -
12.24	Pipe Culvert, F&I, RCP, Round, 48"	LF		$ 575.00	$ -
12.25	Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"	LF		$ 265.00	$ -
12.26	Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"	LF		$ 195.00	$ -
12.27	Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"	LF		$ 170.00	$ -
12.28	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"	LF		$ 90.00	$ -
12.29	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"	LF		$ 100.00	$ -
12.30	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"	LF		$ 125.00	$ -
12.31	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"	LF		$ 150.00	$ -
12.32	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"	LF		$ 225.00	$ -
12.33	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"	LF		$ 290.00	$ -
12.34	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"	LF		$ 308.00	$ -
12.35	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA		$ 3,000.00	$ -
12.36	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA	1	$ 3,200.00	$ 3,200.00
12.37	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA		$ 3,600.00	$ -
12.38	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA		$ 4,000.00	$ -
12.39	Mitered End Section Complete, F&I, RCP, Round, 36" Pipe	EA		$ 4,500.00	$ -
12.40	Mitered End Section Complete, F&I, RCP, Round, 42" Pipe	EA		$ 6,000.00	$ -
12.41	Mitered End Section Complete, F&I, RCP, Round, 48" Pipe	EA		$ 8,000.00	$ -
12.42	Concrete Inlet, Ditch Bottom, Type F, <10, w/Grate	EA		$ 5,500.00	$ -
12.43	Concrete Inlet, Ditch Bottom, Type C, <10, w/Grate	EA		$ 5,000.00	$ -
12.44	Inlets, Median Barrier, Type 1, <10'	EA		$ 5,500.00	$ -
12.45	Inlets, Closed Flume	EA		$ 4,400.00	$ -
12.46	Concrete Pipe Jacket (FDOT Stnd Plan 430-001)	EA		$ 2,500.00	$ -

12.47	French Drain, F&I, 15" Pipe, w/Wrapped Stone	LF		$	225.00	$	-
12.48	Pipe Repair Clamp SP	EA		$	7,500.00	$	-
					Subtotal	**$**	**127,175.00**
13.00 Landscape Enhancements & Site Restorations							
13.01	Performance Turf (Sod)	SY	2,560	$	5.00	$	12,800.00
13.02	Landscape Plants Small Groundcover, 1 Gallon	EA		$	10.00	$	-
13.03	Landscape Plants Small Shrub, 1 Gallon	EA		$	20.00	$	-
13.04	Landscape Plants Large Shrub, 3 Gallon	EA		$	35.00	$	-
13.05	Landscape Plants Large Trees, 65 Gallon	EA		$	1,100.00	$	-
13.06	Landscape Plants Large Palms. 12' OAH	EA		$	950.00	$	-
13.07	Mailbox Replacement	EA		$	350.00	$	-
13.08	Irrigation System (Per Plan)	EA		$	2,500.00	$	-
13.09	Irrigation System Repairs	EA		$	1,750.00	$	-
13.10	Decorative Street Sign Posts	EA		$	1,750.00	$	-
13.11	Single Decorative Post Sign, Relocate Existing	EA		$	750.00	$	-
13.12	Irrigation Bores 2" Diameter	EA		$	3,500.00	$	-
13.13	Irrigation Bores 4" Diameter	EA		$	4,500.00	$	-
13.14	Irrigation Bores 6" Diameter	EA		$	6,500.00	$	-
13.15	Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062)	LF		$	225.00	$	-
13.16	Aluminum Handrail Repair - Existing	LF		$	150.00	$	-
13.17	Steel Handrail Repair - Existing	LF		$	175.00	$	-
13.18	Standard Traffic Guardrail-Roadway, General TL-2, 31" Height	LF		$	45.00	$	-
13.19	Standard Traffic Guardrail Removal	LF		$	30.00	$	-
13.20	Guardrail End Anchorage Assembly-Flared	AS		$	2,500.00	$	-
13.21	Guardrail End Anchorage Assembly-Parallel	AS		$	3,000.00	$	-
13.22	Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)	LF		$	40.00	$	-
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF		$	75.00	$	-
13.24	Fence, Chain Link, Type B, Standard 6'	LF		$	60.00	$	-
13.25	Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening	EA		$	1,500.00	$	-
13.26	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening	EA		$	4,500.00	$	-
13.27	Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad	LF		$	75.00	$	-
13.28	Fence Gate, Chain Link, Type B, Standard Single 3'to 6' Opening Black Vinyl Cla	EA		$	1,800.00	$	-
13.29	Fence Gate, Chain Link, Type B, Stnd. Double 8' to 12' Opening Black Vinyl Clad	EA		$	5,500.00	$	-
13.30	Electrical - Project Specific Only	EA		$	25,000.00	$	-
13.28	**Out of Scope Item (curb stops)**	**EA**	13	$	125.00	$	1,625.00
13.29	**Out of Scope Item (6" Ductile Iron Pipe)**	**LF**		$	99.00	$	-
13.30	**Out of Scope Item (12" Ductile Iron Pipe)**	**LF**		$	480.00	$	-
13.31	**Out of Scope Item (2" ARV)**	**EA**		$	7,500.00	$	-
13.29	**Out of Scope Item (8" Back Flow Preventer)**	**EA**		$	11,200.00	$	-
13.31	**Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)**	**LS**				$	-
					Subtotal	**$**	**14,425.00**
			Total - Base Bid A			**$**	**294,776.00**

Signature, Company Name, and Date

Crissy Stile
MAYOR

John Cataldo
COUNCIL MEMBER
DISTRICT 1

Cal Rolfson
COUNCIL MEMBER
DISTRICT 2

Dennis Dawson
COUNCIL MEMBER
DISTRICT 3

Marc Crail
COUNCIL MEMBER
VICE-MAYOR, DISTRICT 4

Nate Walker
COUNCIL MEMBER
DISTRICT 5

Sherry Sutphen
CITY ATTORNEY
SERVICES DIRECTOR

Vince Sandersfeld
CITY
MANAGER

Doug Bryant
COUNCIL MEMBER
AT-LARGE

George Marek
DIRECTOR OF
PUBLIC WORKS

E 9TH AVENUE

STORMWATER INLET INSTALLATION & PARK POND MODIFICATION PLANS

MAY 2024

SECTION 29, TOWNSHIP 19S, RANGE 27E
LAKE COUNTY, FLORIDA

ENGINEER
HALFF
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SURVEYOR
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902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
CONTACT: SUZANNE OSBORNE
EMAIL: SOSBORNE@HALFF.COM
TEL: (352) 343-8481

PROJECT MAP
Scale: 1" = 500'

INDEX OF SHEETS

C-100	COVER SHEET
C-200	AERIAL PLAN
C-300	DEMO & EROSION PLAN
C-400	GEOMETRY PLAN
C-500 - C-502	GRADING & DRAINAGE PLAN
C-600	CITY DETAILS
C-601	PAVING DETAILS

SURVEYED DATE:
APRIL 25TH, 2024

BENCHMARK(S):
BENCHMARK #2
SET 5/8" IRON ROD AND CAP
N: 1825610.75'
E: 1542386.76'
ELEVATION: 163.09'

APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER DISCOVERED, ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.

LEGAL DESCRIPTION:

PARCEL 1
THE EAST 210 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, RUN NORTH 165 FEET, THENCE WEST 470 FEET, THENCE SOUTH 165 FEET, THENCE EAST 470 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, FLORIDA.

PARCEL 2
THE SOUTH 125 FEET OF THE WEST 125 FEET OF THE EAST 425 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3
THE SOUTH 125 FEET OF THE WEST 125 FEET OF THE EAST 425 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4
BEGIN AT A POINT 165 FEET NORTH AND 215 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, RUN THENCE WEST 125 FEET TO A POINT LOCATED 255 FEET EAST OF THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4, THENCE SOUTH 125 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4, THENCE EAST 125 FEET, THENCE NORTH 125 FEET TO POINT OF BEGINNING.

PARCEL 5
BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND RUN NORTH 215 FEET, THENCE EAST 125 FEET, THENCE SOUTH 215 FEET, THENCE WEST 125 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE ROADRIGHT OF WAY FOR COUNTY ROAD NUMBER 54145.

OWNER/CLIENT:
CITY OF MOUNT DORA
510 N BAKER ST.
MOUNT DORA, FL 32757
TEL. (352) 735-7160
WWW.CI.MOUNT-DORA.FL.US

PREPARED BY:
halff
902 NORTH SINCLAIR AVE.
TAVARES FLORIDA 32778
TEL. (352) 343-8481 FAX (352) 343-8495
www.halff.com

Sunshine 811
Call 811 or www.sunshine 811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

AVO: 044712.115 DATE: MAY, 2024

C-100

FILENAME: A:\AVO\044712.115\DPW\CADD\Sheets\044712.115 E 9TH AVENUE EXHIBITS PARK POND.dwg DATE: August 25, 2024 TIME: 12:04 PM USER: a44572 XREF: –

0 50 100 200
SCALE IN FEET

CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET INSTALLATION & PARK POND MODIFICATION

CITY OF MOUNT DORA

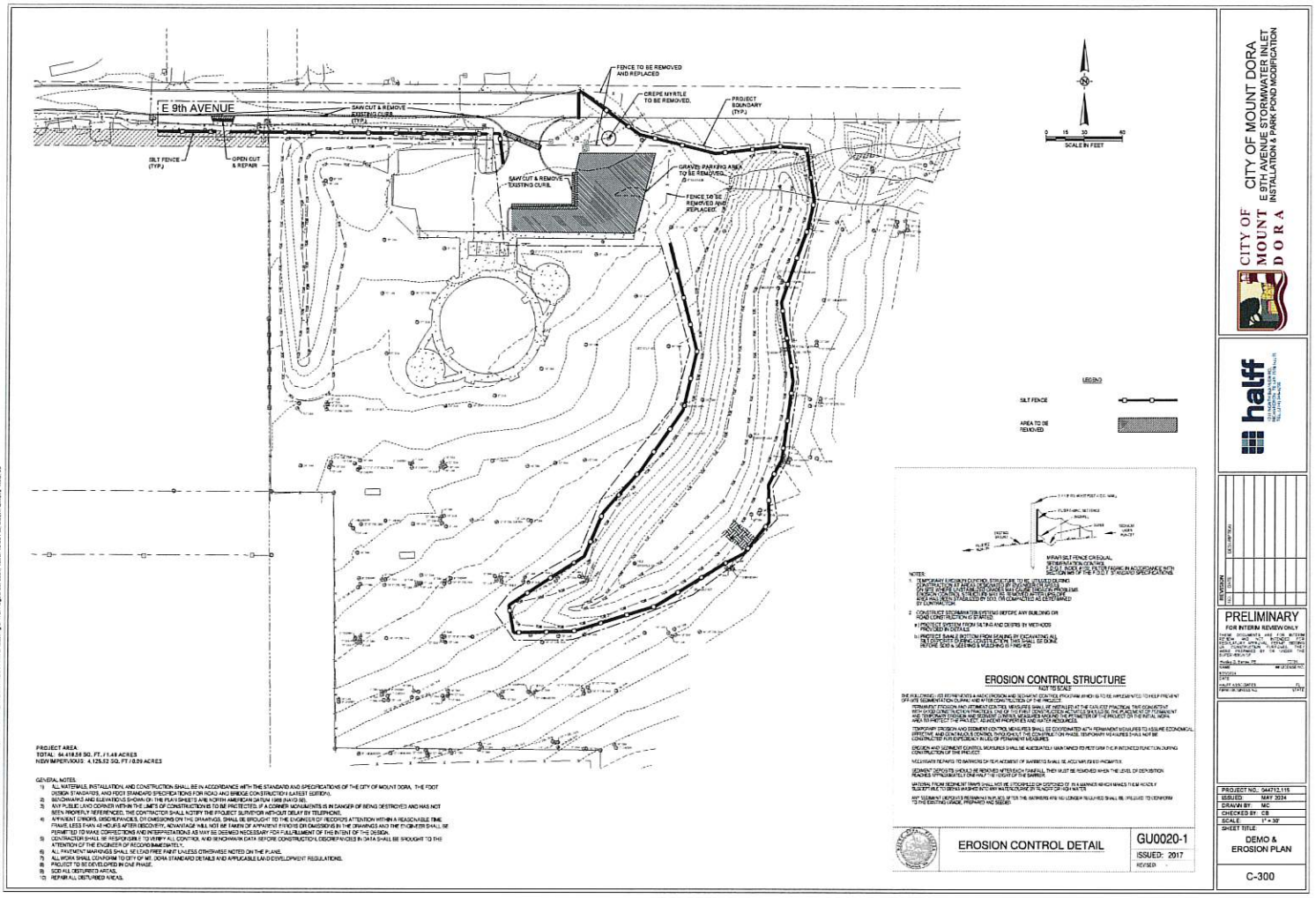
halff

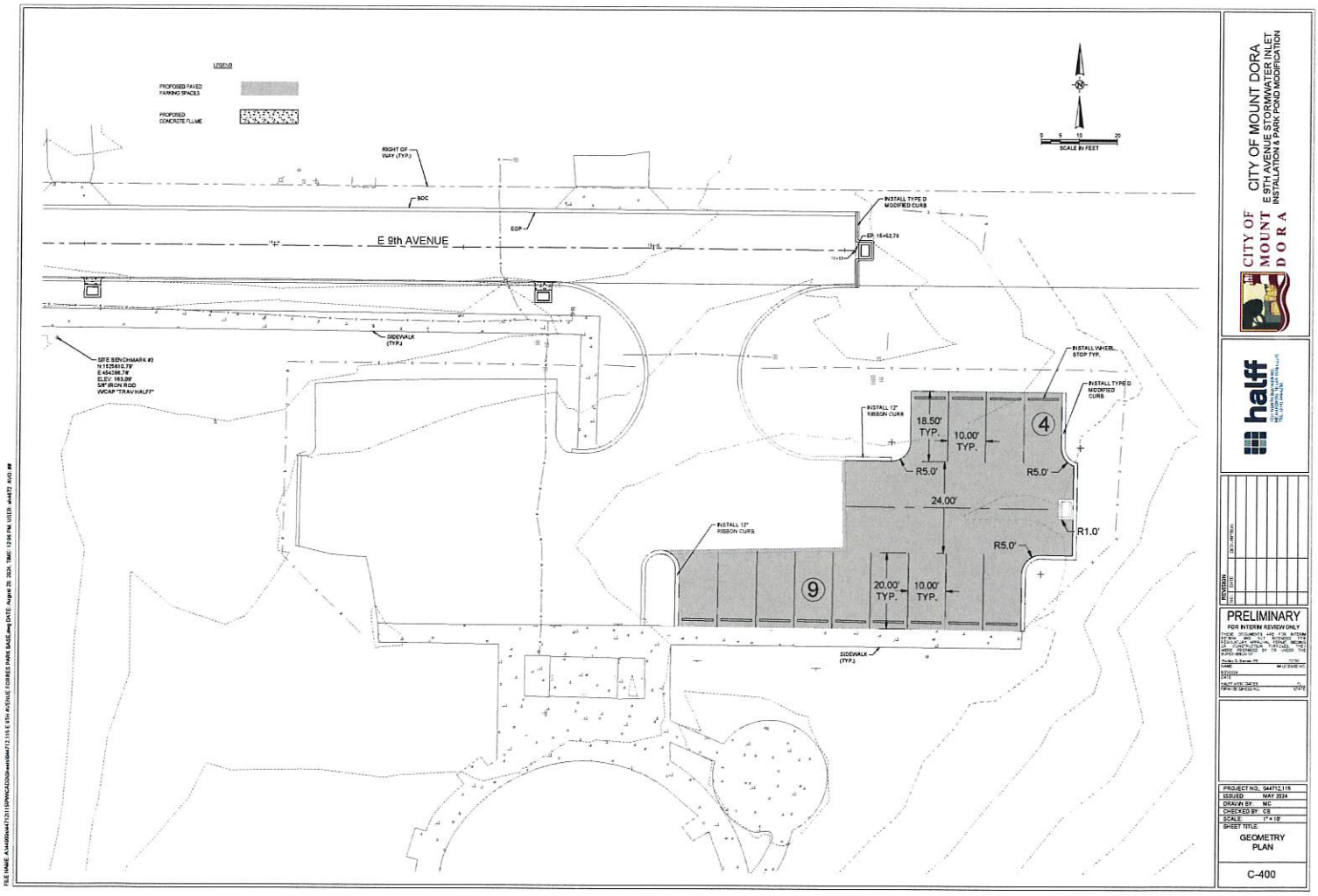
REVISION
NO. DATE DESCRIPTION

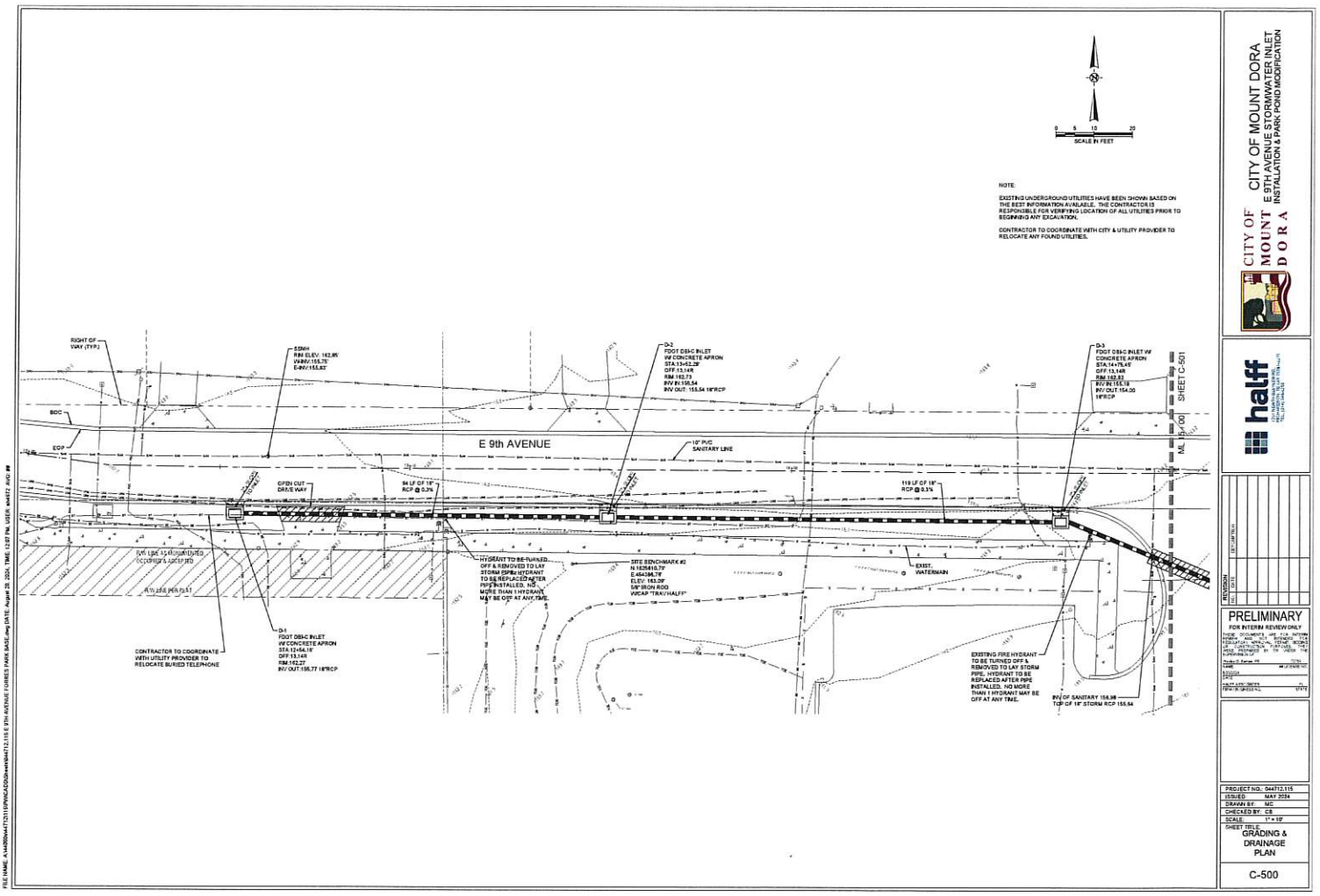
PRELIMINARY
FOR INTERIM REVIEW ONLY

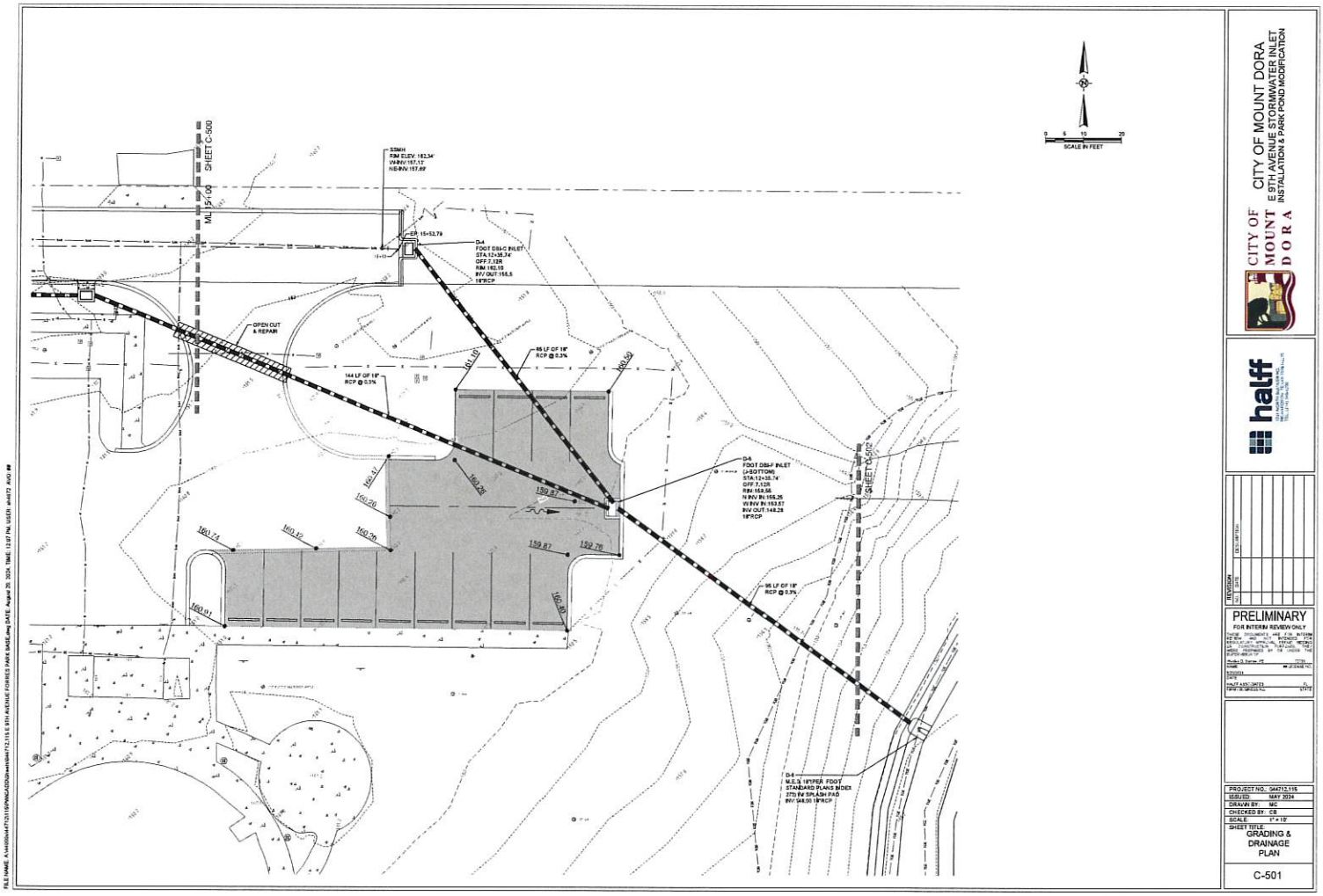
PROJECT NO.: 044713.115
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: CB
SCALE: 1" = 100'
SHEET TITLE:
AERIAL PLAN

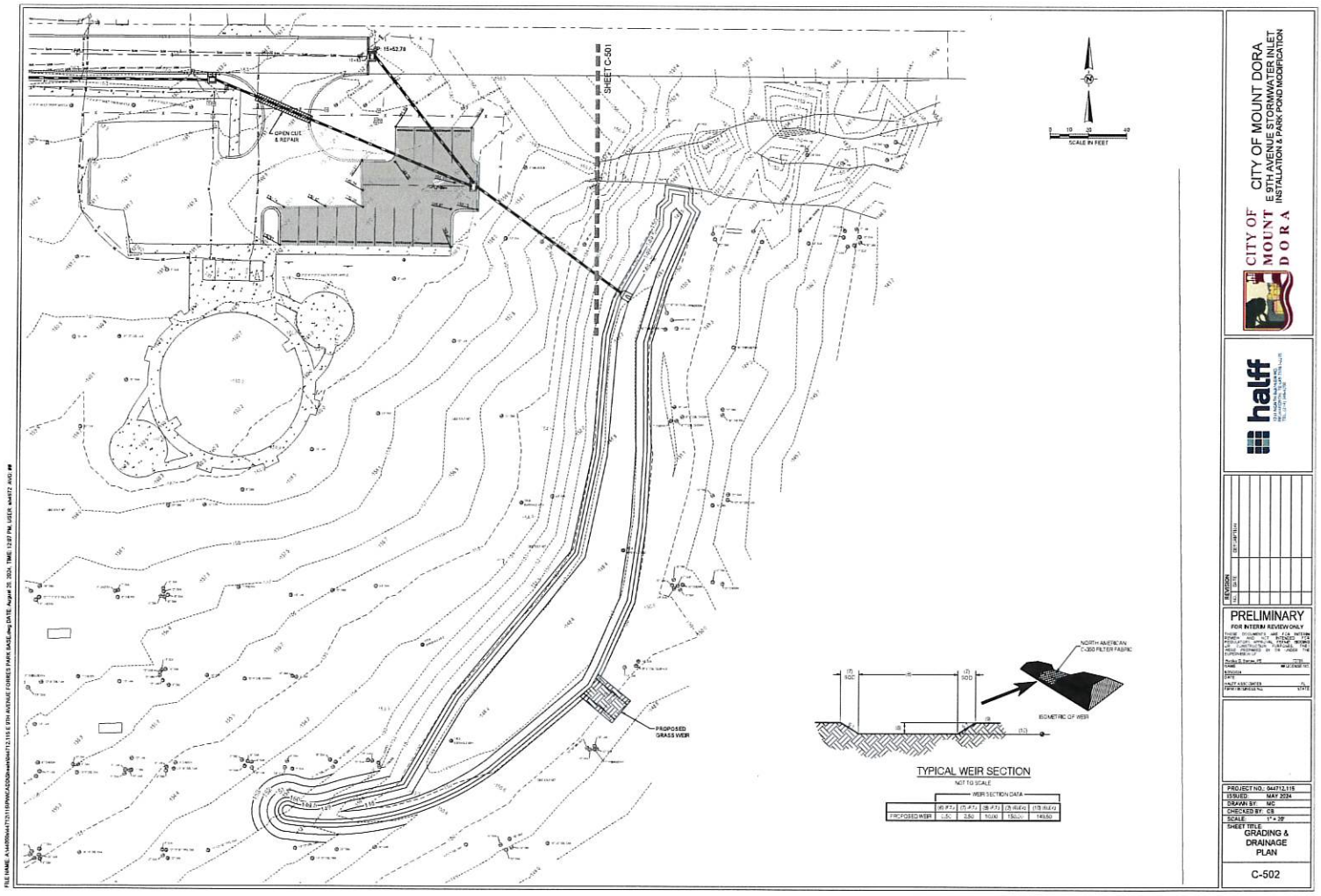
C-200

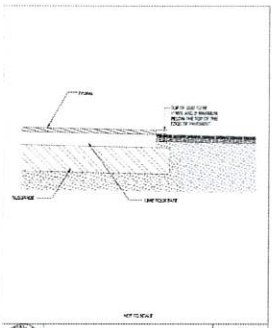

E 9th AVENUE
SAW CUT & REMOVE EXISTING CURB (TYP.)
SILT FENCE (TYP.)
OPEN CUT & REPAIR
FENCE TO BE REMOVED AND REPLACED
CREPE MYRTLE TO BE REMOVED.
PROJECT BOUNDARY (TYP.)
GRAVEL PARKING AREA TO BE REMOVED.
SAW CUT & REMOVE EXISTING CURB.
FENCE TO BE REMOVED AND REPLACED
SCALE IN FEET
LEGEND
SILT FENCE
AREA TO BE REMOVED
EROSION CONTROL STRUCTURE
NOT TO SCALE
EROSION CONTROL DETAIL
GU0020-1
ISSUED: 2017
REVISED
PRELIMINARY
FOR INTERM REVIEW ONLY
CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION
PROJECT NO.: 044712.115
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: CB
SCALE: 1" = 30'
SHEET TITLE:
DEMO & EROSION PLAN
C-300


LEGEND
PROPOSED PAVED PARKING SPACES
PROPOSED CONCRETE FLUME
SCALE IN FEET
RIGHT OF WAY (TYP.)
BOC
EOP
E 9th AVENUE
INSTALL TYPE D MODIFIED CURB
EP 15+42.79
SIDEWALK (TYP.)
SITE BENCHMARK #2
N:1125410.78'
E:45386.74'
ELEV: 163.09'
5/8" IRON ROD
W/CAP "TRAVI HALFF"
INSTALL WHEEL STOP TYP.
INSTALL TYPE D MODIFIED CURB
INSTALL 12" RIBBON CURB
18.50' TYP.
10.00' TYP.
4
R5.0'
R5.0'
24.00'
R1.0'
R5.0'
INSTALL 12" RIBBON CURB
9
20.00' TYP.
10.00' TYP.
SIDEWALK (TYP.)
CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET INSTALLATION & PARK POND MODIFICATION
CITY OF MOUNT DORA
halff
REVISION
PRELIMINARY
FOR INTERIM REVIEW ONLY
PROJECT NO. 04472.115
ISSUED MAY 2024
DRAWN BY: MC
CHECKED BY: CS
SCALE 1" = 10'
SHEET TITLE
GEOMETRY PLAN
C-400

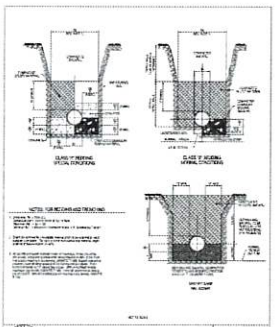

SCALE IN FEET
NOTE:
EXISTING UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.
CONTRACTOR TO COORDINATE WITH CITY & UTILITY PROVIDER TO RELOCATE ANY FOUND UTILITIES.
RIGHT OF WAY (TYP.)
BOC
EOP
E 9th AVENUE
10" PVC SANITARY LINE
OPEN CUT DRIVE WAY
D-1
FDOT DBI-C INLET
W/ CONCRETE APRON
STA 12+54.18'
OFF 13.14'R
RIM 162.27
INV OUT: 156.77 18"RCP
CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER TO RELOCATE BURIED TELEPHONE
HYDRANT TO BE TURNED OFF & REMOVED TO LAY STORM PIPE. HYDRANT TO BE REPLACED AFTER PIPE INSTALLED. NO MORE THAN 1 HYDRANT MAY BE OFF AT ANY TIME.
SITE BENCHMARK #2
N 1625410.79'
E 454396.78'
ELEV: 163.29'
5/8" IRON ROD
W/CAP "TRA/HALFF"
EXIST. WATERMAIN
EXISTING FIRE HYDRANT TO BE TURNED OFF & REMOVED TO LAY STORM PIPE. HYDRANT TO BE REPLACED AFTER PIPE INSTALLED. NO MORE THAN 1 HYDRANT MAY BE OFF AT ANY TIME.
INV OF SANITARY 156.98
TOP OF 18" STORM RCP 155.54
SHEET C-501
CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION
halff
PRELIMINARY
FOR INTERIM REVIEW ONLY
PROJECT NO.: 044712.115
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: CB
SCALE: 1" = 10'
SHEET TITLE
GRADING & DRAINAGE PLAN
C-500


SHEET C-500
ML 151.09
SSMH
RIM ELEV: 162.34'
W-INV: 157.12'
NE-INV: 157.09'
D-4
FDOT DBI-C INLET
STA 12+35.74'
OFF 7.12R
RIM: 162.10
INV OUT: 156.5
18"RCP
OPEN CUT
& REPAIR
144 LF OF 18"
RCP @ 0.3%
95 LF OF 18"
RCP @ 0.3%
161.07
160.50
161.47
160.26
160.20
159.87
160.74
160.12
160.26
159.87
159.76
160.01
160.80
D-4
FDOT DBI-F INLET
(+BOTTOM)
STA 12+35.74'
OFF 7.12R
RIM: 153.35
N INV IN: 155.25
W INV IN: 153.57
INV OUT: 148.28
18"RCP
95 LF OF 18"
RCP @ 0.3%
SHEET C-500
D-4
M.E.S. 18"FER FDOT
STANDARD PLANS INDEX
273 W SPLASH PAD
INV: 148.00 18"RCP
N
0 5 10 20
SCALE IN FEET
CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION
CITY OF MOUNT DORA
halff
REVISION
NO. DATE DESCRIPTION
PRELIMINARY
FOR INTERN REVIEW ONLY
PROJECT NO. 54471.115
ISSUED MAY 2024
DRAWN BY MC
CHECKED BY CB
SCALE 1" = 10'
SHEET TITLE
GRADING &
DRAINAGE
PLAN
C-501

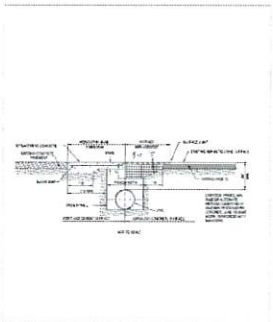

15+62.78
OPEN CUT & REPAIR
SHEET C-501
PROPOSED GRASS WEIR
SCALE IN FEET
TYPICAL WEIR SECTION
NOT TO SCALE
NORTH AMERICAN C-350 FILTER FABRIC
ISOMETRIC OF WEIR
WEIR SECTION DATA
PROPOSED WEIR
CITY OF MOUNT DORA
CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION
halff
PRELIMINARY
FOR INTERIM REVIEW ONLY
PROJECT NO.: 044712.115
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: CS
SCALE: 1" = 20'
SHEET TITLE
GRADING & DRAINAGE PLAN
C-502



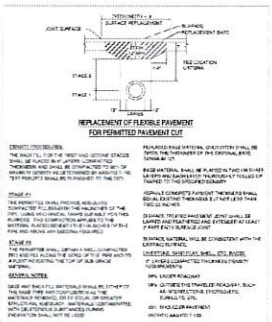
SOD PLANTING | GU0018-1 | ISSUED 2017



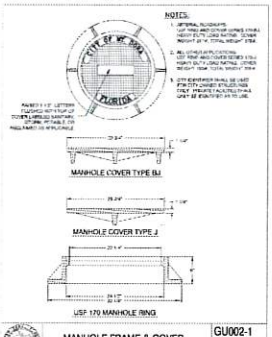
BEDDING DETAILS | GU0017-1 | ISSUED 2017



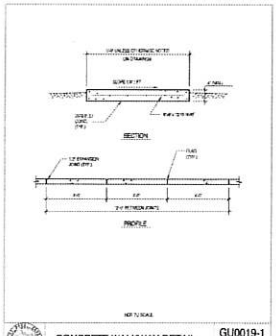
OPEN CUT AND REPAIR DETAIL | GU0011-2 | ISSUED 2017



OPEN CUT DETAIL | GU011-1 | ISSUED 2017



MANHOLE FRAME & COVER | GU002-1 | ISSUED 2017



CONCRETE WALKWAY DETAIL | GU0019-1 | ISSUED 2017

CITY OF MOUNT DORA
E 9TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION

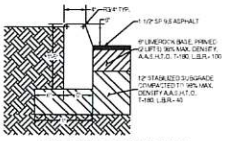
CITY OF MOUNT DORA

halff

REVISION		
NO.	DATE	DESCRIPTION

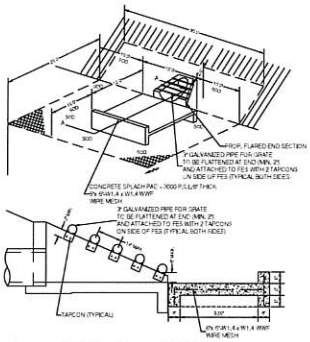
PRELIMINARY
FOR INTERIM REVIEW ONLY

PROJECT NO.:	044712.115
ISSUED:	MAY 2024
DRAWN BY:	MC
CHECKED BY:	CB
SCALE:	1" = 20'
SHEET TITLE:	DETAIL SHEET
	C-600



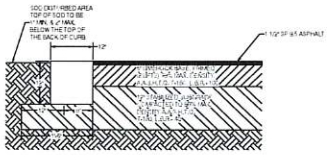
6" MODIFIED TYPE "D" CURB

NOT TO SCALE



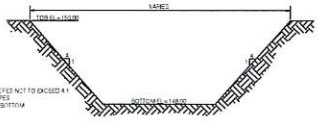
TYPICAL SPLASH PAD DETAIL

NOT TO SCALE



TYPICAL PAVING DETAIL

NOT TO SCALE

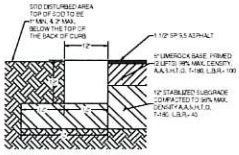


NOTES:

1. MAXIMUM SIDE SLOPES NOT TO EXCEED 4:1
2. SOD ALL SIDE SLOPES
3. SEED AND MULCH BOTTOM

TYPICAL POND SECTION

NOT TO SCALE



12" RIBBON CURB DETAIL

NOT TO SCALE

CITY OF MOUNT DORA

CITY OF MOUNT DORA
E 5TH AVENUE STORMWATER INLET
INSTALLATION & PARK POND MODIFICATION

halff

REVISION

NO.	DATE	DESCRIPTION
1	08/01/2024	60% REVIEW

PRELIMINARY

FOR INTERN REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND ARE NOT TO BE USED FOR BIDDING OR ANY OTHER PURPOSE. THEY ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. THEY ARE PRELIMINARY BY THE ORDER THE PROFESSIONAL ENGINEER.

Phillip D. Barnes, PE
NAME
DATE
HALFF ASSOCIATES, INC.
FIRM No. (IF ENGINEER) 10772

PROJECT NO.: 044712.115
ISSUED: MAY 2024
DRAWN BY: MC
CHECKED BY: CB
SCALE: 1" = 20'
SHEET TITLE:

DETAIL SHEET

C-601

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Professional Grounds and Landscaping Services Agreements with Dora Landscaping, LLC and Yardnique, Inc.

Introduction:
This is a request for City Council to approve the City's Professional Grounds and Landscaping Services Agreement with Dora Landscaping, LLC & Yarnique, Inc.

Discussion:
On December 3, 2024, City Council approved the ranking of RFP 24-PR-020 Professional Grounds Maintenance Services.

The City has maintained an agreement with a contractor to care for the City properties, facilities and parks. The previous agreement is no longer renewable. This new agreement will allow the City to maintain and improve upon the current level of service. The Contractor shall provide a full range of Professional Grounds Maintenance and Landscaping Services to the public parks and other City of Mount Dora owned/leased property within the City limits.

The work consists of furnishing all labor, materials, equipment, tools, services, and supervision necessary to properly maintain the contractually covered landscaped areas. Scheduled services for some, not all, areas include: mowing, trimming, edging, turf fertilization, pest control, pruning of shrubs, ground covers, shrubs/groundcover pest control, fertilization, weed control, crack weed removal, mulching and tree fertilization at the frequencies stipulated within the solicitation. Where applicable, all parking lots will be blown free of debris at each visit during the growth and non-growth seasons. The City does not anticipate maintaining parking lot areas during the bi-weekly (non-growth) season.

Budget Impact:
Professional ground maintenance is budgeted within the general budget contractual services for parks. A portion is also budgeted in water/waste water contractual services line items. Both agreements will be based on 30 mows through the remainder of the budget year.

Dora Landscaping cost under "*Group A*" (Property) - Year 1: $129,576.
Yardnique was awarded "*Groups B and C* " (Properties) - Year 1 costs: Group B $28,350; and Group C $52,920.

FY24-25 Balances Breakdown by General Ledger Item Number (allocated a total funds of $258,000):
001-1350-572.34-10 - Landscape Contract Budget Balance $200,000
421-1920-536.34-01 - Landscape Contract Budget Balance $18,000
421-1940-536.34-01 - Landscape Contract Budget Balance $35,000
421-1950-536.34-01 - Landscape Contract Budget Balance $5,000

Strategic Impact:
Keeping Parks and City properties well maintained is an essential part of providing quality, safe public facilities.

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan
2.3.1. Enhance connectivity and accessibility
2.3.3. Support Special Events and dedicated open space
2.3.4. Invest in an equitable Parks system

Recommendation:
Staff recommends City Council approve the City's Professional Grounds and Landscaping Services Agreement with Dora Landscaping, LLC and Yardnique, Inc.

Attachment(s):
1. Dora Landscaping - Landscape Contract FINAL (Retainage Removed)
2. Dora Landscaping 1st year price adjustment
3. Yardnique - Landscape Contract FINAL (Retainage Removed)

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 12/23/2024
	Rita Meade, Finance Director	Approved - 12/23/2024
	City Attorney,	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF MOUNT DORA, FLORIDA

AND

DORA LANDSCAPING, LLC

Initial Term: January 7, 2025 to January 6, 2027
Renewal Option: Three consecutive 1-year periods

PROFESSIONAL SERVICES CONTRACT
FOR PROFESSIONAL GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the "CITY"); the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the "CRA"), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY** (the "NORTHEAST CRA"), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; and **DORA LANDSCAPING, LLC** whose local address is 4401 Hogshead Road, Apopka, Florida 32703 (the "FIRM").

W I T N E S S E T H :

WHEREAS, the CITY, the CRA, and the NORTHEAST CRA (collectively hereinafter referred to as the "CITY", unless expressly stated otherwise) have determined that there is a need for professional services related to professional grounds maintenance; and

WHEREAS, on September 24, 2024, the CITY, the CRA, and the NORTHEAST CRA issued a joint Request for Proposals #24-PR-020 (the "RFP"), attached hereto as **Exhibit "A"** and incorporated herein by reference, seeking qualified firms to provide the required professional grounds maintenance services for **Class "A"** properties; and

WHEREAS, the FIRM's submitted response, attached hereto as **Exhibit "B"** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on December 3, 2024, the CITY, including the CRA and the NORTHEAST CRA, selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM on a continuing basis to provide the necessary professional services as required, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the CITY, the CRA, and/or the NORTHEAST CRA may issue specific task authorizations or task orders pursuant to this Contract, which shall define the scope of work, schedule, and compensation for each task ("Task Authorization").

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

SECTION 1. RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TASK AUTHORIZATIONS; SCOPE OF SERVICES

2.1 The CITY, the CRA, and/or the NORTHEAST CRA shall, from time to time at its sole discretion, authorize the FIRM in writing to provide professional services for **Class "A"** properties, as defined in the RFP, by means of a Task Authorization under the terms of this Contract. The services shall be for the types of projects or similar disciplines set forth in the RFP, and as more particularly described in the Task Authorization for the Class "A" properties. The FIRM shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession.

2.2 The CITY and the FIRM shall utilize the CITY's standard Task Authorization form for any and all professional services for Class "A" properties, which will set forth, among other things, the following:

2.2.1 Scope of Services

2.2.2 Deliverables (e.g. specifications, cost estimates, etc.)

2.2.3 Time and schedule of performance

2.2.4 Method and amount of compensation

2.2.5 Project personnel, including the FIRM's Key Employees and any subconsultants assigned to the Task Authorization

2.2.6 Any additional federal, state, or local requirements.

2.3 The FIRM shall commence the performance of professional services within three (3) business days of the execution of the applicable Task Authorization, unless otherwise specified in the Task Authorization. Any services rendered by the FIRM prior to the execution of a Task Authorization shall be at the FIRM's sole risk. Time is of the essence with respect to this Contract and any Task Authorization issued thereof.

2.4 The FIRM shall submit to the CITY all final deliverables within the Contract Time as noted in the Task Authorization and associated FIRM Proposal.

2.5 The CITY reserves the right, in its sole discretion, to suspend the methods of equitable distribution of projects, if any, for any FIRM that has not performed to the CITY's expectations. If the CITY, in its sole discretion, is dissatisfied with current or past work of the FIRM'S, the CITY may select another qualified firm.

2.6 Each Task Authorization shall be deemed to incorporate the terms and conditions of this Contract by reference. If any of the terms or conditions of this Contract conflict with the Task Authorization, the provisions of the Task Authorization shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 *Term*. This Contract shall have an initial term of two (2) years commencing on January 7, 2025, and ending on January 6, 2027.Thereafter, this Contract, by mutual agreement and funding availability, may be automatically renewed for three (3) consecutive one-year (1) periods unless a party provides written notice of non-renewal to the other party at least 120 days prior to the renewal date (Agreement anniversary date). A Task Authorization shall specify the agreed-upon timeframe within which the FIRM shall provide the specified services. Any Task Authorization executed prior to the natural expiration of this Contract that extends beyond the expiration date shall remain subject to the terms and conditions herein as if this Contract were still in effect.

3.2 *Termination For Convenience*. The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days' written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY's satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM's reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.

3.3 *Fund Availability*. If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by the FIRM upon thirty (30) days' written notice from the CITY. Upon receipt of such notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract.

3.4 *Termination For Cause.*

3.4.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the CITY. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

3.4.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit, the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.

3.4.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false invoice or substantially fails to perform any

obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

3.5 *Assignment Upon Termination*. In the event of termination of this Contract or associated Task Authorization by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subconsultant of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subconsultants, if any, to agree in writing to be bound by the provisions of this subsection.

3.6 *Suspension of Performance*. The CITY reserves the right to suspend the FIRM's services under any Task Authorization. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.

SECTION 4. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

4.1 *Change Order Defined*. A "Change Order" shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to a duly executed Task Authorization's scope of services, price, time, or any combination thereof. A Task Authorization shall only be modified by an executed Change Order or the issuance of a new Task Authorization.

4.2 *Effect of Executed Change Order*. A duly executed Change Order shall constitute conclusive evidence of the parties' mutual agreement to the specified changes to the Task Authorization. By executing the Change Order, the FIRM waives and forever

releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. CITY'S RESPONSIBILITIES

5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Task Authorization, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.

5.2 The CITY shall furnish to the FIRM, at the FIRM's written request, all available maps, plans, existing studies, reports, and other data in the CITY's possession that are pertinent to the services to be provided by the FIRM.

5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Task Authorization.

SECTION 6. FIRM'S RESPONSIBILITIES

6.1 Any and all drawings, studies, plans, specifications, or other contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for the required services and shall comply with all applicable City of Mount Dora Codes, and local, state, and federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFP and are expressly incorporated into the terms and conditions of this Contract.

6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Task Authorization.

6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.

6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services for each Task Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor, or mapper, as applicable, under similar circumstances. If at any time during the term of any Task Authorization for which the FIRM has provided professional services under a prior Task

Authorization, it is determined that the FIRM's documents are incorrect, defective, or fail to conform to the scope of services of the particular Task Authorization, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming work, including but not limited to any additional testing and inspections, to the CITY for any other services and expenses made necessary thereby, except any costs and expenses which the CITY would have otherwise paid absent the FIRM's error or omission. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Task Authorization, in equity or otherwise.

6.5 The FIRM shall comply with all laws, ordinances, and governmental rules, regulations, and order, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract or any Task Authorization, or any procedures of the FIRM for such work.

6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Task Authorization.

SECTION 7. KEY EMPLOYEES

7.1 The FIRM agrees that, when services provided relate to a professional service which, under *Florida Statutes*, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.

7.2 Each Task Authorization shall identify Key Employees assigned for the specific project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONSULTANTS

8.1 In the event the FIRM requires the services of any subconsultants or other professional associates in connection with services covered by any Task Authorization, the FIRM must secure the prior written approval of the City Manager or the authorized representative of the CRA or the NORTHEAST CRA, as applicable. No reimbursement shall be made to the FIRM for any subconsultants that have not been previously approved by the CITY for use by the FIRM. The use of a subconsultant may not exceed 20% of the annual contract amount.

8.2 The FIRM shall coordinate the services and work product of any subconsultants and remain fully responsible under the terms of this Contract and any Task Authorizations. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by any subconsultants.

8.3 Any subconsultant shall be bound by the terms and conditions of this Contract and any Task Authorizations. The FIRM shall require all subconsultants, as a condition of employment, to execute an agreement for professional subconsultant services that i) incorporates the elements of this Contract and any Task Authorizations; ii) affords to the FIRM rights against the subconsultant which correspond to those rights afforded to the CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subconsultant to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract and any Task Authorizations, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract and any Task Authorization.

8.4 Each approved subconsultant performing work hereunder shall complete the Human Trafficking Affidavit and provide same to the CITY, the form of can be obtained from the CITY.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 The FIRM is an independent contractor under this Contract and any Task Authorization. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Task Authorizations shall be those of the FIRM.

SECTION 10. COMPENSATION

10.1 *Fee Schedule*. The estimated total fee for all services contemplated under this Contract shall not exceed the per year rate as set forth in the Fee Schedule, attached hereto as **Exhibit "C"**, for each of the years shown beginning January 7, 2025.

10.2 *Invoices*. The CITY shall pay the FIRM for actual work performed in the previous month, as detailed in each of the FIRM's monthly invoices and in accordance with the Fee Schedule as provided in each Task Authorization. Each invoice submitted under this Contract must include the billing period, the name of the individual generating the charge, a detailed description of the actual work performed, including the locations of the Class "A" properties which were serviced and the service dates, the project or fund to be charged (as provided by City staff), the appropriate Task Authorization number, and any other information required by the CITY. Invoices that do not include all required information may be returned for correction and resubmission. Invoices for each phase shall not exceed amounts allocated to each phase of a project. Charges for reimbursable expenses and subconsultant services shall be without surcharge.

10.3 *Work Not Performed.* Work NOT performed or NOT performed according to the schedule identified in this RFP, or deficient work NOT corrected within thirty (30) days of CITY'S written notification of deficiency, will result in another Contractor or the CITY to perform the missed or deficient work. Costs of performing such work will result in those costs, based on submitted pricing under this RFP, being deducted from the current invoice pending payment to the FIRM under this RFP. The CITY will make sole determination of missed and deficient work and of satisfaction of correction of such work.

10.4 *Added or Removed Properties.* For the duration of the Contract the CITY reserves the right to add or remove properties as needed. In the event a new property is added the CITY will request a written quote from the FIRM. The per cut quote will be based upon the location and designated service class for the new property. In the event of the removal of a property a contract reduction will be based on the annual cost as applicable and as submitted in this RFP. If a property is removed at any point during a service year the total reduction will be prorated based on the price submitted times the number of cuts remaining in the applicable year or years for that property.

10.5 *Billing Address*. All invoices shall be submitted to the appropriate agency: City of Mount Dora, Mount Dora Community Redevelopment Agency, or the Northeast Community Redevelopment Agency; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.

10.6 *Payment*. The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).

10.7 *Disputed Invoices*. The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.

10.8 *Final Payment*. The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or any Task Authorization, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. The CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this

Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

SECTION 11. NOTICES

11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:
City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:
Dora Landscaping, LLC
Attn: Matthew A. Hurt
4401 Hogshead Road,
Apopka, FL 32703

CRA:
Mount Dora CRA
Attn: CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

CRA:
Northeast CRA
Attn: Northeast CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

Copy to Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center PKWY, STE 100
Maitland, FL 32751

11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified in Task Authorization. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. RECORDS/AUDITS

12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subconsultants to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Task Authorization issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years following termination of any Task Authorization; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract,

any Task Authorizations, or any project which was the subject of a Task Authorization pursuant to this Contract.

12.2 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

12.3 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 13. PUBLIC RECORDS

13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:

13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

13.1.3 Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract term, and following completion of this Contract until the records are transferred to the CITY.

13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

13.1.6 **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

JEANANN HAND
510 N. BAKER STREET
MOUNT DORA, FLORIDA 32757

CLERK@MOUNTDORA.GOV
(352) 735-7126

13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.

13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

14.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subconsultants pursuant to this Contract and any Task Authorization (hereinafter "Work Product") shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product shall be provided to the CITY in both hard copy and electronic formats. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Task Authorization, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY's prior written authorization.

14.2 All final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered Professional, as appropriate, in the State of Florida and date approved and/or sealed.

14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant to any Task Authorization shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.

14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY, the CRA, and/or the NORTHEAST CRA, and their officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees or any other person utilized by the FIRM in the performance of this Contract.

15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, the CRA, and/or the NORTHEAST CRA, as set forth in § 768.28, *Florida Statutes*. The CITY, the CRA, and/or the NORTHEAST CRA'S liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

16.1 The FIRM and its subconsultants of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Task Authorization insurance coverages with limits not less than those set forth in the RFP, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subconsultants maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subconsultants under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.

16.2 Prior to commencing work, and as a condition precedent to the commencement of work by the FIRM and any subconsultants, the FIRM and subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior

to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

16.3 The CITY, the CRA, and the NORTHEAST CRA shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. The CITY shall be named as the Certificate Holder and shall read as required by the CITY. The CITY reserves the right to change the insurance requirements depending upon the scope of work in a Task Authorization. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to commencing any work under any Task Authorization. Only the entity issuing the Task Authorization – the CITY, the CRA, or the NORTHEAST CRA – must be listed as an additional insured.

SECTION 17. BONDING REQUIREMENTS

17.1 *Bid Bond*. A Bid Bond shall be retained by the CITY as liquidated damages if the FIRM fails to execute and deliver to the CITY the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the CITY upon said bond. The FIRM's Bid Bond shall be held until the contract has been executed by the FIRM and same has been delivered to the CITY together with the required bonds and insurance, after which the FIRM'S Bid Bonds shall be released to the FIRM.

17.2 *Performance and Payment Bonds*. For projects estimated to be in excess of $200,000, bonds shall be submitted annually beginning with the FIRM'S executed contract date and written for 100% of the annual Contract/Purchase Order award amount, with the cost borne by the FIRM. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the CITY; provided, however, the surety shall berated as "A -" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than $500,000, the requirements of Section 287.0935, *Florida Statutes*, shall govern the rating and classification of the surety.

17.3 Each annual performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance for the individual fiscal year as applicable. If the surety for any bond furnished by the FIRM is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the FIRM shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the CITY'S approval.

SECTION 18. NO CONTINGENT FEE; CONFLICT OF INTEREST

18.1 The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract or any Task Authorization without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

18.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 19. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

19.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The FIRM shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of enrollment in E-Verify. By entering into this Contract, the FIRM represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract.

19.2 The FIRM further agrees to obtain from any subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended.

SECTION 20. TRUTH-IN-NEGOTIATION

20.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract, or any Task Authorization, are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any project or Task Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Task Authorization.

SECTION 21. NON-COLLUSION

21.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 22. DRUG-FREE WORKPLACE

22.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 23. SCRUTINIZED COMPANIES

23.1 § 215.473, *Florida Statutes*, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

23.2 The FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. In addition, the FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The CITY may immediately terminate this Contract if the FIRM or its subconsultants are found to have submitted a false certification; or if any of the following occur with respect to the FIRM, its subconsultants, or a related entity: i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SECTION 24. PUBLIC ENTITY CRIME

24.1 Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the

date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this section shall be subject to immediate termination for cause upon notice by the CITY to the FIRM. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the City.

SECTION 25. HUMAN TRAFFICKING AFFIDAVIT

25.1 The FIRM hereby represents, warrants, and certifies that FIRM does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

SECTION 26. NON-DISCRIMINATION; FEDERAL WAGES

26.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract and any Task Authorizations for cause.

26.2 If any project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with the same.

SECTION 27. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL

27.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or a Task Authorization, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL**.

SECTION 28. GOVERNING LAW; SEVERABILITY

28.1 Notwithstanding any conflict of laws, this Contract and any Task Authorization issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 29. ASSIGNMENT

29.1 This Contract and any Task Authorizations shall not be assigned, transferred, conveyed, sublet or otherwise dispose of this contract, or of any or all of the FIRMS's rights, or interest therein, or his or its power to execute such contract to any person, company, or corporation without the prior written consent of the CITY.

SECTION 30. AMENDMENTS

30.1 No modification, amendment, or alteration to the terms or conditions of this Contract, or any Task Authorization, shall be effective unless contained in a written document executed by the parties.

SECTION 31. FORCE MAJEURE

31.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the reasonable control of the parties (each a "Force Majeure Event").

31.2 The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 32. EXHIBITS; CONFLICTS

32.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference.

32.2 In the event of any conflict between the terms and conditions of this Contract, any Task Authorization issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: i) the terms and conditions of the applicable Task Authorization shall prevail first; and ii) the terms and conditions of this Contract shall prevail second. Any conflicting terms and conditions in Exhibits or other documents shall be subordinate to the terms of the Task Authorization and this Contract, unless mutually agreed to in writing by the applicable parties.

SECTION 33. PROMOTION

33.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the names of the CITY, the CRA, or the NORTHEAST CRA for any promotional, marketing, or publicity purposes without the express written permission of the CITY, the CRA, and/or the NORTHEAST CRA, as applicable. This shall not preclude naming the CITY, CRA, and/or NORTHEAST CRA as a professional reference.

SECTION 34. SURVIVAL

34.1 Any terms or conditions of this Contract, or any Task Authorization issued thereto, that require acts beyond the date of the term of either agreement shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 35. ENTIRE AGREEMENT

35.1 This Contract, including the Exhibits hereto, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract for Professional Services, effective this __ day of _____, 2025.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY

_____
James Homich, Chairperson

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

_____
James Homich, Chairperson

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

DORA LANDSCAPING, LLC.

_____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ___ day of _____, 2025.

(stamp)

_____

NOTARY PUBLIC

EXHIBIT A

City of Mount Dora RFP #24-PR-020

Request for Proposals

NUMBER
RFP #24-PR-020

PROFESSIONAL GROUNDS MAINTENANCE SERVICES

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only for a sealed Request for Proposals, RFP# 24-PR-020 to provide Professional Grounds Maintenance Services. Responses will be received until 2:00 p.m. on October 30, 2024.

RFP# 24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

A mandatory pre-proposal conference is applicable for this solicitation.

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora's website at www.cityofmountdora.com, on www.demandstar.com and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Request for Proposal (hereinafter, "**RFP**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Professional Grounds Maintenance Services, in accordance with the specifications stated and/or attached herein/hereto. The City desires to contract with one successful proposer to provide the requested services for the City, CRA and Northeast CRA as applicable. The successful proposer will hereinafter be referred to interchangeably as the "Proposer, Firm, Vendor or Consultant".

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Mount Dora, City Council (herein after, the "Council"), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Annual Comprehensive Financial Report (ACFR) for fiscal year 2022-2023 and in the City's Annual Budget for fiscal year 2023-2024. Copies of these documents may be viewed on www.cityofmountdora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Proposals will be reviewed to determine if the Proposals is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Proposals is one which has been signed and submitted by the specified Proposals deadline, and has provided the information required to be submitted with the Proposals. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Proposals. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☐ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☒ mandatory pre-proposal conference will be held on October 2, 2024, commencing promptly at 11:00 am, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-proposal conference is denoted as "mandatory," prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	September 24, 2024
MANDATORY Pre-Proposal Meeting	October 2, 2024 11:00 am-12:00 pm
Last Date for Receipt of Written Questions	October 9, 2024 – 4:00 pm
Addendum Issued (If Applicable)	October 16, 2024
Proposal Due/ Opening Date (via ZOOM)	October 30, 2024 @ 2:00 pm
Evaluation Committee to Shortlist	November 7, 2024 @ 1:00 pm
Evaluation Committee - Interviews (if requested)	November 15, 2024 @ 1:00 pm – 4:00 pm
Evaluation Committee to Recommend	November 15, 2024 @ 4:15 pm
Issue Notice of Recommendation	November 15, 2024
City Council Meeting Date (anticipated)	December 3, 2024

2) GENERAL DESCRIPTION / SCOPE OF SERVICES

The City is seeking proposals from experienced, well qualified and properly licensed contractor(s) for the provision of Professional Grounds Maintenance Services in accordance with the Scope of Services described herein.

SCOPE OF SERVICES

It is the intent of the City of Mount Dora to obtain proposals from grounds maintenance contractors to provide annual PROFESSIONAL GROUNDS MAINTENANCE SERVICES to the City of Mount Dora, the Community Redevelopment Agency (CRA) and the Northeast Community Redevelopment Agency (Northeast CRA). The firm awarded this RFP must meet or exceed all terms, conditions and specifications of the City of Mount Dora. The successful proposer will hereinafter be referred to as the "CONTRACTOR".

The Contractor shall provide a full range of Professional Grounds Maintenance and Landscaping Services to the public parks and other City of Mount Dora owned/leased property within the City limits as described within this document.

The work consists of furnishing all labor, materials, equipment, tools, services, and supervision necessary to properly maintain the contractually covered landscaped areas. Scheduled services for some, not all, areas include: mowing, trimming edging, turf fertilization, pest control, pruning of shrubs, ground covers, shrubs/groundcover pest control, fertilization, weed control, mulching and tree fertilization at the frequencies stipulated within the solicitation.

See attached Exhibit "A" for the detailed Scope of Work/Technical Specifications.to include information that will identify, quantify, describe, and define the units of work and, as such, may add or modify the amount and manner of the work to be performed.

Not all areas will be up to scope at the start of the Contract. It is the City's intent to allow a three (3) month grace period for the successful Contractor(s).

COMPENSATION

1. The City of Mount Dora agrees to pay the Vendor for the performance of the services listed herein in an amount not to exceed the per year rate as shown in the "Proposal Pricing Form" included herein, for each of the years shown beginning October 1, 2024. The Vendor will bill the City monthly, within each year, based on actual work performed in the previous month. Each submitted invoice MUST include a report of locations serviced and the service dates. Each report MUST be signed by the assigned City representative(s) responsible to oversee this contract.

2. Work NOT performed or NOT performed according to the schedule identified in this RFP, or deficient work NOT corrected within 30 days of City's written notification of deficiency, will result in another Contractor or City staff to perform the missed or deficient work. Costs of performing such work will result in those costs, based on submitted pricing under this RFP, being deducted from the current invoice pending payment to the successful Contractor under this RFP. The City will make sole determination of missed and deficient work and of satisfaction of correction of such work.

3. Invoices and reports received from the successful Contractor(s), pursuant to an Agreement, will be reviewed and approved by the City, indicating services have been rendered in conformity with the Agreement. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

4. For the duration of the Contract the City reserves the right to add or remove properties as needed. In the event a new property is added the City will request a written quote from the awarded Contractor. The per cut quote will be based upon the location and designated service class for the new property. In the event of the removal of a property a contract reduction will be based on the annual cost as applicable and as submitted in this RFP. If a property is removed at any point during a service year the total reduction will be prorated based on the price submitted times the number of cuts remaining in the applicable year or years for that property.

2) SUBCONTRACTORS

The successful bidder shall not employ subcontractors without the advance written permission of the City. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

4) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

5) TERMS AND CONDITIONS OF CONTRACT

An Agreement resulting from this RFP shall be subject to the terms and conditions set forth in a City Agreement and any terms and conditions included in this RFP. The City reserves the right to include in any Agreement document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Initial Agreement Term: The initial Agreement term will be for a period of two (2) years beginning October 1, 2024 and ending on September 30, 2026. Each year thereafter will begin on October 1 and end on September 30.

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the Agreement may be automatically renewed for an additional three (3) one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

6) GENERAL TERMS AND CONDITIONS

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt. If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Proposals, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts – Fund Availability

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposals.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Proposal

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-CONTRACTOR to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-CONTRACTOR to any other firm or firms submitting under the same **RFP** nor act as part of a

partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Mount Dora's Purchasing Policy.

M) 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 bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the Contactor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

7) INSTRUCTIONS FOR BID

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification of Proposals.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer

discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) <u>Acknowledgment of Bonding Requirements</u>

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable at this time.

☒ Bid Bond: Shall be submitted with bid response in the form of AIA Form 310, cashiers' check, irrevocable letter of credit. The bid bond will be in a sum equal to 5% of the total bid amount. A cashier's check, if used, shall be made payable to the City of Mount Dora on a licensed bank or trust company authorized to do business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects estimated to be in excess of $200,000, bonds shall be <u>submitted annually</u> beginning with the executed contract date by Proposers receiving award, <u>and written for 100% of the annual Contract/Purchase Order award amount</u>, with the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general

policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

Each annual performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance for the individual fiscal year as applicable.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m., local time**, on or before **October 30, 2024** via electronic submission at www.demandstar.com **only.**

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. An **Evaluation Committee (EC)** of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.

2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFP**.

3. All EC members shall review the issued Request for Proposals (**RFP**).

4. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria state herein.

7. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

8. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The EC may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposal does not guarantee issuance of any other governmental approval.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposal or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any minor irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification

by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Proposals(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the date of submission to accommodate evaluation and selection process.

K) Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract. To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained and submitted with the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs/tab sheets. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

Tab 1 – Executive Summary/General
Present in concise terms, a description of your firm and its capabilities.

At a minimum the following information will be included:

1. Business Structure

2. Number of Years Company is in Business
3. Proof of Insurance
4. Total Number of Staff: __ Clerical __ Field
5. Current Workload (include all existing clients under contract and hours per week required to perform the contracted work)

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm that may have been filed in the last five (5) years.

Tab 2 –Proposer Qualifications

Express the qualifications and specific capability of all principal staff that will be assigned to the City of Mount Dora project. Include names, locations, qualifications, and experience of each individual including their responsibilities. Also include designation of any primary and secondary responsibility.

Provide a brief resume including, but limited to:

1. Name and title
2. Job assignment for other projects
3. Job assignment for this project
4. Percentage of time to be assigned to this project
5. How many years with this firm
6. How many years with other firms
7. Experience: (1) Types of project, (2) Size of projects (total annual dollar value), (3) What was the project involvement?
8. Education
9. Other experience and qualifications that are all relevant to this project.

"Dollar value" refers to the monetary value of a project. For Section 6K, Tab 2, Item 7 (2) please provide information about the individual's experience. For the second bullet, please include, when applicable, the dollar amount of the accomplishment.

Tab 3 – Scope Response-Scope of Services

Describe your understanding of the scope of services and the City's needs and any specialized skills available from your company. Clearly describe the methodology which will be used to perform, including a work plan for the desired services. Include information as to the level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment available for this project.

Tab 4 – References

Provide a listing of all commercial clients (excluding the City of Mount Dora), but government agency references are preferred, over the past five years for work performed of similar size and scope. List should begin with current contracted customers. The services provided to the reference clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Reference Form included in this document. A uniform sample of references will be checked for each Proposer.

Tab 5 – Exceptions/Additional Information

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Certificate of Insurance (proof of current coverage).
- List of any exceptions to the Scope of Services.

Respondent shall submit all information and in the above order. Failure to do so may impact the proposal's score or result in disqualification from further consideration.

L) Proposals Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposal evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposal and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of services.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such

clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum score of five hundred (500) possible. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Executive Summary/General Info (Tab I)	**30**	**5**	**150**
Proposer Qualifications (Tab II)	**25**	**5**	**125**
Scope Response (Tab III)	**25**	**5**	**125**
References (Tab IV)	**15**	**5**	**75**
Exceptions; Additional Info (Tab V)	**5**	**5**	**25**
Totals	**100**	**-**	**500**

Calculation of points for cost (Proposal Pricing Form- "Annual Total" will be completed, by the City's Purchasing Coordinator as follows and added to the Evaluation Committee members' total scoring for each proposer. The calculation of points for cost is described in the following

EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points).

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #3	$120,000.00	$100,000.00	83.3%	85	70.8

Note: Evaluation Committee scoring plus Purchasing Coordinator's calculation of points for cost will be totaled together to determine a final total score for each proposer and to determine shortlist ranking.

Formal Oral Presentation/Interview Scoring (if requested):
If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Contractor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted contractors may have no more than three (3) people

participating in this meeting. The City does require the Contractor representatives to be assigned, such as crew supervisor and direct manager for the City contract, attend the Presentation/Interviews.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Contractors have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Contractor. Each Evaluation Committee members score will then be converted to a ranking number for each contractor with #1 being the highest ranked, #2 the second, and so on. A final ranking of the shortlisted contractors will be announced based on final ranking. If Presentation/Interviews are not held this shortlisting of contractors will determine the final ranking of contractors.

If Presentation/Interviews are requested by the Evaluation Committee, the Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposals received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the Proposer is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Proposer who has or had a contract with the City and performance is or was not satisfactory, the other tie-Proposer is awarded.

- Time of proposal delivery may be used as a final tie-breaker if the above does not result in breaking a tie.

Remainder of Page Intentionally Left Blank

7) **REQUIRED FORMS** - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.) All forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Required Forms:

1. Proposers Checklist Form
2. Proposers Qualification Form
3. F.S.S. Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Vendor Certification Regarding Scrutinized Companies' List Form
6. Human Trafficking Affidavit Form
7. Conflict of Interest Affidavit Form
8. Declaration Statement Form
9. Insurance Requirements Form
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Bidder Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. Reference Form
15. Public Entity Crimes Statement Form
16. Company Information Form
17. Sub-Contractor Listing Form
18. Completed W9
19. Proposal Pricing Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

<u>I M P O R T A N T</u>: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All required and applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Proposal Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Proposals must be submitted via www.demandstar.com no later than the specified <u>due date and time</u>. (Otherwise Proposals cannot be considered.)

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

_____

_____

_____

OTHER INFORMATION ABOUT PROJECTS:

_____

_____

_____

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

_____

_____

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **Professional Grounds Maintenance Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Contract Amounts for work done on all past related projects.

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required) _____

_____

Other References: (Use additional sheets if necessary)
_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, _____(person)_____, as the _____(title)_____ of _____(entity)_____, do hereby certify that _____(entity)_____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

_____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) *(Insert Company Name)*

3. The Company was formed in _____and is a _____.
(Country and State) *(List the Type of Entity (ex.: LLC, Inc., etc.)*

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or

b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

_____

Address: _____

_____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

_____	_____
Authorized Signature	Company
_____	_____
Printed Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 24-PR-020 - "PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES.**"

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES."**

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DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

I am the _____of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PR-020.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PR-020, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #24-PR-020, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #24-PR-020 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

_____

(stamp) NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

_____(Proposer) guarantees its Response to RFP #24-PR-020 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this_____day of_____,_____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____Date: _____

Remainder of Page Intentionally Left Blank

CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP #24-PR-020**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____[TITLE] of _____[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp) _____
NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

RFQ #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

Sub-Contractor: Phone Number/E-Mail:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

PROPOSAL PRICING SHEET
RFP #24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES

Therefore, the undersigned, hereinafter called "Proposer," hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, the grounds, propose to furnish all labor, equipment, and services without exception, for the "Professional Grounds Maintenance Services". **Grand Total amount will be used for calculation of Cost Score.**

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
CITY HALL	38					
COMMUNITY BUILDING	38					
PLANNING BUILDING	38					
DONNELLY PARK	38					
GILBERT PARK	38					
GRANTHAM POINTE	38					
LIBRARY	38					
PUBLIC SAFETY BUILDING	38					
PALM ISLAND PARK /SIMPSON COVE	38					
SERENITY PARK	38					
SIMPSON HOUSE	38					
CLASS "A" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "A" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					**$**	

Proposal Pricing Sheet (Continued Below)

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
BLAIR PARK	38					
CHAUTAUQUA PARK	38					
ELECTRIC STAFF BUILDING (all green areas excluding retention pond area)	38					
NEW FIRE STATION 35	38					
CHARLES STREET RIGHT OF WAY	38					
PARKWAY AVE LOT (LAKE FRANKLIN)	38					
MLK CENTER	38					
PINECREST PARK	38					
ROBIE AVE COMPLEX	38					
STEIN PARK	38					
SYLVAN PARK	38					
FORRES PLAYGROUND	38					
SUMMERVIEW PARK	38					
CLASS "B" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "B" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					**$**	

Proposal Pricing Sheet (Continued Below)

CLASS "C" PROPERTIES
(Public Works/Utilities Properties)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
DORA PINES (storage lot only)	38					
WATER TREATMENT PLANT #1	38			NA	NA	NA
WATER TREATMENT PLANT #2	38			NA	NA	NA
WATER TOWER	38					
ELECTRIC STAFF BUILDING/OLD FS 35 (retention pond area only)	38					
SPRAYFIELD – 40 ACRES (Bush Hog Mowing)	38					
WASTEWATER TREATMENT PLANT #1	38			NA	NA	NA
WASTEWATER TREATMENT PLANT #2	38			NA	NA	NA
LIFT STATION #1	38					
LIFT STATION #2	38					
LIFT STATION #4	38					
LIFT STATION #7	38					
LIFT STATION #9	38					
LIFT STATION #11	38					
LIFT STATION #22	38					
LIFT STATION #53 & Dry Pond	38					
RECLAIMED PUMP STATION	38					
CLASS "C" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "C" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)				**$**		

Proposal Pricing Sheet (Continued Below)

GRAND TOTAL - (Class A, B & C Subtotals Combined)	$
Grand Total (written): _____	

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH STATED COSTS.

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 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown above for work actually performed.

Firm: _____

Name: _____

Address: _____

Telephone Number: _____

Contact Email Address:
_____

Company Authorized Representative Name:
_____

Signature/Date: _____

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

EXHIBIT “A”

TECHNICAL SPECIFICATIONS/SCOPE OF WORK FOR PROPERTY CLASS LOCATIONS

The Contractor shall provide a full range of Professional Grounds Maintenance and Landscaping Services to the public parks and other City of Mount Dora owned/leased property within the City limits as described within this document.

The work consists of furnishing all labor, materials, equipment, tools, services, and supervision necessary to properly maintain the contractually covered landscaped areas. Scheduled services for some, not all, areas include: mowing, trimming edging, turf fertilization, pest control, pruning of shrubs, ground covers, shrubs/groundcover pest control, fertilization, weed control, crack weed removal, mulching and tree fertilization at the frequencies stipulated within the solicitation. Where applicable, all parking lots will be blown free of debris, at each visit, during the growth and non-growth seasons. The City does not anticipate maintaining parking lot areas during the bi-weekly (non-growth) season.

City staff will typically collect and remove minor storm and wind debris. City staff will collect and remove larger limbs that fall once Contractor has completed the current cut cycle for the impacted site. Hurricane/Tropical Storm debris will be collected and removed by City staff or by the City's contracted emergency debris contractor.

The attached Technical Specifications include items that identify, quantify, describe, and define the units of work and, as such, may add or modify the amount and manner of the Scope of Work.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "A" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "A" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B."

1. LAWN MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings, and debris will be removed off the site during each time of service at the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of twelve inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and there will be a charge to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. Herbicides may be used to reduce undesired weeds.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. Pruning of shrubs, hedges and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All Palms are to be trimmed twice a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; using the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may control chemically, or remove by hand, all weeds and grass growing in shrubs, ground cover, cracks and plant beds each service visit and keep them covered with a least three (3) inches of mulch.

4. MULCHING

The Contractor will remove old mulch and replace with three (3) inches of new mulch quarterly, in the month of April. The Contractor shall maintain at least three (3) inches of mulch at all times for each shrub, ground cover and plant bed. Mulch is to be melaleuca, eucalyptus or mulch approved by City representative. Mulch rings shall be reshaped within 24 hours when dislodged by mowing equipment.

5. FERTILIZING

The Contractor will furnish all fertilizer and notify the City prior to fertilizing.

Fertilizing of turf shall be performed by the broadcasting method three times per year. A 20-0-10 fertilizer with minor elements will be used February, May, and October. The Contractor shall supply all labor and equipment necessary to apply the material correctly at his expense. If the Contractor does not apply fertilizer

in an even and uniform manner, the area(s) shall be re- fertilized at no additional cost to the City. The Contractor is fully responsible for proper application. Plant materials that are damaged, due to over fertilization or burning, resulting from the Contractor negligence shall be replaced at the Contractor's expense. The City may conduct inspections on the Contractor's equipment and application method to ensure material is being distributed and applied at the proper rates. The rate of application shall be one (1) pound of nitrogen per one-thousand (1000) square feet.

Fertilizing of shrubs and trees shall be two (2) times per year. A slow release 19-3-7 fertilizer with minor elements and iron will be used March and September. All shrubs and ground covers shall be fertilized by hand or mechanical broadcasting over the beds using three (3) pounds per one hundred (100) square feet.

Fertilizing of palms shall be three (3) times per year. A 8-0-12 fertilizer with minor elements will be used April, June, and September. Fertilizer shall be broadcast under the foliage canopy at the rate of one (1) lb. per inch of truck diameter. All palms and trees shall be fertilized by broadcasting beneath the leaf canopy and extending five (5) feet beyond the drip line, at the rate of one and one half (1 ½) lbs. per caliper inch.

The City reserves the right to change the fertilizer schedule as needed to meet special turf needs or other conditions.

All applications shall be made during the first two weeks of the application month. The Parks Operations Superintendent or designee shall be notified prior to turf fertilization so the irrigation system can be set to water after application of fertilizer. The City will conduct spot inspections on the Contractor's equipment and application method to ensure material is being properly applied. Following this watering, the sprinkler controls shall be returned to automatic mode. Fertilizers shall be removed from curbs to avoid staining. Fertilizers shall not be pushed, swept or washed into the street or storm drains.

FERTILIZING SCHEDULE

Landscape Material	Type of Fertilizer	Application
Turf	20-0-10	February, May, October
Trees and Shrubs	19-3-7	March, September
Palms	8-0-12	April, June, September

6. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Contractor with invoices turned in to the City for reimbursement.

7. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

8. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date of service along with their properly executed invoice for the work completed.

The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City of Mount Dora holiday, the Contractor must have the receipt signed by the end of the next working day.

9. IRRIGATION SYSTEM CHECKS ON PROPERTIES MOWED

Irrigation checks shall be performed twice a month in the months of April through October and once a month in the months of November through March. Details of the inspection shall be recorded on a log sheet (to be submitted with the monthly billing) and consist of the following:

- Turning on each zone and inspecting each head for the proper coverage, including straightening or adjusting the flow of water and adjusting or unclogging any heads.
- Repairing broken heads and lateral lines, as necessary.
- Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
- Visually inspect turf, planters, and trees in irrigated areas for signs of drought stress and making adjustments and/or repairs to remedy the issue.

NOTE: Contractor is not to perform repairs based on inspection results but MUST notify the designated City representative of damages found during inspection.

For damages occurring as a result of Contractor error, such as irrigation heads hit by Contractor staff while mowing, the Contractor will be responsible to make repairs and replace irrigation pipes/heads at no cost to the City. All such damages must be reported to the designated City representative within two (2) hours of damage occurrence and repairs completed within twelve (12) hours of damage occurrence. The Contractor shall immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by the Contractor must meet industry standards.

If City identifies damage that was not reported as the result of an inspection nor reported as Contractor damage the Contractor shall respond to non-operating or broken irrigation within twenty-four (24) hours of notification by the City. The Contractor shall immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by the Contractor must meet industry standards. There will be no cost to the City for such repairs.

Mainline breaks before the zone valves shall be repaired by the Owner unless otherwise instructed. The Contractor is to immediately notify the Owner if a mainline leak is noticed. Should the Contractor need to shut down the mainline for any reason, the Owner must be contacted before action is taken in any circumstance.

An irrigation zone count for Class "A" properties that require irrigation is provided in "Exhibit B."

10. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer's instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

11. ANNUAL LEAF REMOVAL

The City expects the removal of leaves to occur by the last week of March. The pickup and removal of leaves will be done once per year. This item will apply only to the Class A areas. The cost for this item is to be included in the cycle cost for Class "A" Services on the property form.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "B" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "B" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B."

1. MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Special care should be taken not to damage any holding pond linings. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings and debris will be removed off the site during each time of service at the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be lawfully and properly disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment, or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and charge this work to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements, and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc. shall be removed during each service visit. Herbicides may be used to reduce undesired weeds. Also, an appropriate vegetative-free buffer shall be maintained around every tree, with a diameter determined by the City representative. Also, an appropriate vegetative-free buffer shall be maintained around features at water and wastewater facilities as determined by the City.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES, AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. The Contractor shall prune shrubs, hedges, and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All palms are to be trimmed once a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground. The trimming should not be as severe as the hurricane cut; use the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

The Contractor shall weed all planted areas biweekly during April through October and bimonthly in the months of November through March. For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may remove chemically or by hand all weeds and grass growing in shrubs, ground cover, cracks and plant beds during each service visit and keep them covered with at least three (3) inches of mulch.

4. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Contractor with

invoices turned in to the City for reimbursement.

5. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

6. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City holiday, the Contractor must have the receipt signed by City Staff by the next working day.

7. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer's instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "C" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "C" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B." Treatement Plant Facility locations REQUIRE contractor check in with plant operation staff. Said staff will accompany contractor while onsite but cannot respond to questions. Forward your questions in writing to the City Purchasing Coordinator.

1. MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Special care should be taken not to damage any holding pond linings. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings and debris will be removed off the site during each time of service at

the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be lawfully and properly disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment, or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and charge this work to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements, and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc. shall be removed during each service visit. Herbicides may be used to reduce undesired weeds. Also, an appropriate vegetative-free buffer shall be maintained around every tree, with a diameter determined by the City representative. Also, an appropriate vegetative-free buffer shall be maintained around features at water and wastewater facilities as determined by the City.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES, AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. The Contractor shall prune shrubs, hedges, and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All palms are to be trimmed once a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground. The trimming should not be as severe as the hurricane cut; use the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

The Contractor shall weed all planted areas biweekly during April through October and bimonthly in the months of November through March. For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may remove chemically or by hand all weeds and grass growing in shrubs, ground cover, cracks, and plant beds during each service visit and keep them covered with at least three (3) inches of mulch.

4. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed.

5. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

6. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City holiday, the Contractor must have the receipt signed by City Staff by the next working day.

7. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer’s instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

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EXHIBIT “B”

PROPERTY ADDRESSES/CLASS LIST
& IRRIGATION ZONES

LANDSCAPE MAINTENANCE AND MOWING SERVICES
PROPERTY ADDRESSES & CLASS LIST

CLASS A – Parks & Recreation Properties

Location	Address
City Hall	510 North Baker Street
Community Building	520 North Baker Street
Planning Building	308 East 5th Avenue
Donnelly Park	530 North Donnelly Street
Gilbert Park	310 South Tremain Street
Grantham Point	311 South Tremain Street
Library	1995 North Donnelly Street
Public Safety Building	1300 North Donnelly Street
Palm Island & Simpson Cove	411 South Tremain Street
Serenity Park	215 E 9th Ave /Corner of 9th and Tremain St
Simpson House	1999 North Donnelly Street

CLASS B – Parks & Recreation Properties

Location	Address
Blair Park	1325 Sylvan Drive
Chautauqua Park	1250 Lakeshore Drive
Old Fire Station/Electric Staff	4300 County Road 19A
New Fire Station 35	3200 County Road 19A
MLK Center	803 Florida Ave
Charles Street Right of way	Charles Street (Across from Marina)
Parkway Ave Lot (Lake Franklin)	1605 Parkway Ave
Pinecrest Park	1935 Hilltop Drive
Robie Complex	1501 Robie Ave (East Side of Building only - inside & outside of fence)
Stein Park	1300 Heim Road
Sylvan Park	1530 Morningside Drive
Forres Playground	1550 East 9th Ave
Summerview Park	1600 Niles Road

CLASS C – Public Works/Utilites Properties

Location	Address
Dora Pines Storage Lot	Stacy Drive (inside Dora Pines subdivision)
Water Treatment Plant 1	301 Limit Avenue (inside & outside fencing)
Water Tower	1207 N Tremain Street
Water Treatment Plant 2	1600 Niles Road (inside & outside fencing)
Old Fire Station/Electric Staff	4300 Hwy 19A (retention pond area only)
Sprayfield	6990 N Orange Blossom Trail/2123 Eustis St (abandoned road)
Wastewater Treatment Plant 1	1111 Overhiser Drive (inside & outside fencing)
Wastewater Treatment Plant 2	1099 James P Snell Drive (inside & outside fencing)
LS #1	339 McDonald Street
LS #2	190 S Tremain Street
LS #4	550 Johns Avenue
LS #7	1453 Liberty Avenue
LS #9	320 Lake Franklin Drive
LS #11	2600 Sunrise Boulevard
LS #22	745 Summit Court
LS #53 & Dry Pond	30820 Round Lake Road
Reclaimed Pump Station	30000 Round Lake Road

LANDSCAPE MAINTENANCE AND MOWING SERVICES
IRRIGATED PROPERTIES LIST (ZONES)

CLASS A ONLY– Parks & Recreation Properties

Location	Zones
Community Building	5
Simpson House	4
Palm Island/Simpson Cove/Boat Parking Lot	6
Serenity Park	6
City Hall Complex	11
Grantham Pointe	12
Gilbert Park	14
Public Safety Building	15
Donnelly Park	16
Library	26
Planning Building	3

EXHIBIT “C”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFP 24-PR-020- Opening
Time: Oct 30, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/84844705985?pwd=4wnwY8KTAZM56wH1UtbZl8InCasj2k.1

Meeting ID: 848 4470 5985
Passcode: 357194

One tap mobile
+13052241968,,84844705985#,,,,*357194# US
+13017158592,,84844705985#,,,,*357194# US (Washington DC)

Meeting ID: 848 4470 5985
Passcode: 357194

Find your local number: https://us06web.zoom.us/u/kclxcsOhgV

EXHIBIT “D”

EXCEL PRICING SHEET(S)

(See Separate Electronic File Uploaded With This RFP Document)

City prefers use of the Excel Pricing Sheet(s) for Submittal of Proposal Under this RFP.

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Sylvan park is missing from the excel sheet but is listed in the PDF scope of work doc.

A1. Sylvan Park has been added to the REVISED Excel Pricing Sheet as attached/uploaded.

Q2. The excel sheet ask for a " Per Cut" price but at the bottom of each section it asks for the "Annual Total", however the Sum Formula set up only totals the "Per cut " amount for 1 service and enters it in the " Annual" cell. Either the Sum Formula in the sheet needs to be corrected or it should be per month versus per cut?

A2. The formulas under the Class B Properties have been corrected in the REVISED Excel Pricing Sheet as attached/uploaded.

Q3. Can you please send out the pre-proposal meeting sign-in sheet?

A3. This was emailed on 10/4/2024 to everyone in attendance. If you were not in attendance you must submit a public records request. You can find the link in answer A5.

Q4. What is the procedure or course of action that will be taken should the upcoming hurricane cause damage or completely change the landscape of one of the service areas? Will the area be deducted from the contract? Considering the expectation of Hurricane Milton to likely affect this area, are there any plans to postpone the bid until after the site can be cleaned up after the storm? Current conditions are likely to drastically be affected in the coming day(s).

A4. No properties were permanently altered by Hurricane Milton. The solicitation dates will not be postponed.

Q5. Can you please send the current contract and the previous bid tab for this project?

A5. You can submit a public records request here via our website.

Q6. In section ‘A Licenses’, under ‘General Terms and Conditions’, what permits and licenses are required for contractor’s bids to be responsive and to fulfill this contract?
~~~~~~

A6. The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

Q7. In regard to 'Agreement Renewal Period' section, at renewal of the contract are contractors allowed to adjust the optional renewal prices put into the pricing sheet based on the Consumer Price Index? Is there a maximum allowable percentage increase per year?

A7. CPI increases will not be utilized, the pricing given at the time of submission on the required price sheets will not be adjusted.

Q8. Is it the intent to award all properties to a single contractor?

A8. The City anticipates award to one contractor but reserves the right to award to multiple contractors if in the best interest of the City.

Q9. How soon after the bid opening should bidders expect to hear news of the bid results and/or award?

A9. The City anticipates adhering to the anticipated schedule as stated in the RFP document, on page 5, for the Evaluation Committee Meeting(s). This schedule is subject to change if it becomes necessary. Intent to Award notice will follow shortly after said meeting(s).

Q10. How many palm trees are there, per location?

A10. Unknown. This is why site visits are strongly suggested.

Q11. Please clarify if irrigation repairs are to be included or are to be additional. One section lists it as a task that is included, but then there is a not below saying not to perform repairs but to notify the representative.

A11. Irrigation repairs are to be made if broken/damaged by the contractor at their own expense. Irrigation inspections are to be done at A sites and staff notified of any issues.

Q12. It is mentioned that the contractor should respond to a service request in 24 hours or there will be a charge to the contractor. The pricing sheet lists 38 visits per year. Will this contract be on a per visit basis, or based on the 38 visits per year? What scenario would include us receiving a service call that is not already scheduled? And what would the charge be to the contractor if not provided within 24 hours?

A12. Primarily per cut scheduled visits, this is only for unforeseen circumstances and would be based on that site price.

Q13. Can leaves be mulched with our mowers if they are equipped with mulching kits, or do they have to be removed? This question is specific to the growing season and does not include the "ANNUAL LEAF REMOVAL" portion of the scope.

A13. Routine mulching of leaves is permitted other than Annual Leaf Removal.

Q14. Under Tab 1 on number 5, the RFP request that we state all existing contracts and hours per week required to complete that work; if a company has well over 1000 active contracts should that company localize the active contracts' list to the local region or state?

A14. Regional contracts are sufficient.

Q15. Under insurance requirements on page 31, it says that the City of Mount Dora must be listed as an additional on the insurance certificate; does the city have to be listed as an additional at the time of submittal or only after the notice of award is issued?

A15. After Award.

Q16. Under '3. Weeding' under 'Technical Specifications/Scope of Work' for Class A, will the interval for weeding maintenance services be the same as that of Class B and Class A?

A16. A & B sites maintain the same weeding schedule.

Q17. Under '1. C. Trimming' under 'Technical Specifications/Scope of Work' please confirm if string trimming to edge if not allowed and should only be used in areas inaccessible to mowers.

A17. String trimming is acceptable.

Q18. Under '4. Mulching' under 'Technical Specifications/Scope of Work' please confirm that 4 3" (three inches depth) mulching removals and mulching services are being requested annually.

A18. Three inches of mulch must be maintained at all times.

Q19. Under '4. Removal of Plant Material' which falls under Class C scope of work, will the installation of new plant material be reimbursed alike Class A and Class B?

A19. No.

Q20. Will boundary maps for each property be provided so that all bidders will bid on the exact same areas?

A20. Maps will not be provided this is why site visits are strongly suggested.

Q21. Please confirm that only the Sprayfield (40 acres) location is to receive bush hog mowing.

A21. Correct.

Q22. Please confirm that the "Firm Information" form on page 40 is the same as "16. Company Information Form". If not, please provide the Company Information Form to all bidders for submission.

A22. Yes.

Q23. Please confirm that subcontracting is not required on this project.

A23. Subcontracting is not required, however the form is and must be filled out and returned with required forms.

Q24. Are the names for the Mandatory Pre- bid meeting posted on the City of Mount Dora website?

A24. No, they were mailed to those in attendance and can be request via a public records request. You can find the link in answer A5.

Q25. What is the current contract amount for this solicitation?

A25. You can request this information via a public records request through our city's website. A link to the exact page is found in answer A5.

Q26. Would you have aerial photos or pictures of all parcels?

A26. We do not. This is why site visits are strongly recommended.

Q27. Are the solar panel areas next to the old fire department and the waste water treatment plant included in the list of properties to be maintained?

A27. No.

Q28. Is the retention pond behind the police department included in the list of properties to be maintained?

A28. No.

Q29. Is the land (forest preserve) behind the library parking lot on the list of properties to be maintained?

A29. No.

Q30. Is the pond behind the Simpson Farmhouse included in the list of properties to be maintained?

A30. No.

Q31. Should the palm trees in the parks be included in the per cut pricing on the pricing sheet? Not a separate billing item?

A31. Yes, for the A services, this is included in the pricing sheet.

Q32. Should the cost of mulch be worked into the pricing sheet?

A32. Yes.

Q33. Is mulching once per year annually or is it quarterly?

A33. This will be done quarterly but must be done to maintain 3” of mulch at all times.

Q34. The bond payment will be required at the time of submission?

A34. The 5% bid bond will be required with bid submission. The payment and performance bond will be required annually from the successful contractor once awarded.

Q35. Was the last solicitation for these services an RFP or an ITB?

A35. It was previously issued as an ITB.

Q36. Cn you post the previous tabulation sheet?

A36. You will need to submit a public records request. You can find a link in answer A5.

Q37. Do you have to bid all three services, A, B, and C?

A37. No you do not.

Q38. Can the sheet be filled out to include all three services and be separate by the committee?

A38. Yes.

Q39. Do you have a budget for this project?

A39. No.

Q40. What is the difference between A, B, and C services?

A40. They are different levels of service starting with A services be the highest level of service and C services being the lowest.

Q41. A service will receive fertilization and pest control?

A41. Yes.

Q42. Evans Park was not included in the list of properties, is it included?

A42. No.

~~~~~~

~~~~~~

Signature acknowledges receipt and understanding of this addendum.

_____

Name/Title

_____

Date

Reminder of Page Intentionally Left Blank

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. It says all responses should be submitted via electronic submission on Demandstar. Should we additionally drop off the bid bond check in person or wait until it is requested at a later date?

A1. You can submit the bid bond electronically with your proposal using the AIA Form 310, (refer to section 7C of the solicitation) or via an irrevocable letter of credit from your financial institution. All reference to bid bond payable by cashier check is hereby deleted.

Q2. Should the bid bond check be equal to the total amount bid for all services over 1 year multiplied by .05?

A2. The bid bond will be for 5% of the subtotal of year one, for classes A, B and C.

Q3. Unfortunately, I was not able to attend the pre-bid meeting for this RFP. Is there any option for me to still submit a bid for this project?

A3. No, the pre-bid meeting was a mandatory meeting.

~~~~~~

~~~~~~

Signature acknowledges receipt and understanding of this addendum.

____
Name/Title

____
Date
~~~~~~

EXHIBIT B

Dora Landscaping's Response to RFP #24-PR-020

DORA LANDSCAPING

Professional Grounds Maintenance Proposal

RFP#24-PR-020

CITY OF MOUNT DORA

DORA
LANDSCAPING

Thank you for the opportunity you've given us to present an annual program of landscape maintenance for **City of Mount Dora.**

We have measured your property and have determined that the enclosed proposal for annual maintenance will provide your property with the level of care you requested.

As a professional service provider, we strive to give quality care to our clients by providing them with the following:

- ☑ **Thorough** and **meticulous** property maintenance
- ☑ **Trained** and **uniformed** servicemen
- ☑ **Fully insured employees,** while on your property
- ☑ **Regular site inspections** with property representatives
- ☑ **Prompt response** to all your needs and concerns
- ☑ **Compliance** with **OSHA** & all state and federal laws
- ☑ Agreement tailored to **your specifications,** outlining our serviceand pricing

We are confident we will meet all of your needs and hope to exceed your expectations. Should you have further questions or any concerns, please don't hesitate to contact us directly.

We look forward to establishing a lasting business relationship with you.

Sincerely,

Matthew A. Hurt
Dora Landscaping LLC
Phone: 407-760-9400

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☑ All required and applicable forms have been signed and included
- ☑ All information as requested in the Proposer's Proposal Form is included.
- ☑ Any addenda have been signed and included.
- ☑ The Proposals must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

Dora Landscaping, LLC Company	4401 Hogshead Road Address
Matt Hurt Authorized Signature	Apopka, Florida, 32703 City, State, Zip Code
Matthew A. Hurt; Vice President Printed Name & Title	407-886-3103 Telephone No.
Matt.Hurt@Doralandscaping.com Email	N/A Fax No.

DORA
LANDSCAPING

Tab 1: Executive Summary

Business Structure:

See Organizational Chart Attached.

Number of Years Company is in Business:

Dora Landscaping has been in business since 1976. Serving our customers for over 48 years, we are a family-owned business that prides ourselves on building relationships through personalized service, high quality maintenance, quick response times, and transparent communication. Dora's presence can be felt throughout all Central Florida with our full-service landscape & irrigation maintenance/installation services.

Unlike our large corporate competitors, everyone at Dora is one call away to address all of your needs, from the team on site to our President. Our business model allows us to act quickly and make decisions without waiting on a slow approval process. This is just one example of how we at Dora have built long lasting relationships with our clients, and those relationships are what we consider success.

Proof of Insurance:

See COI Attached.

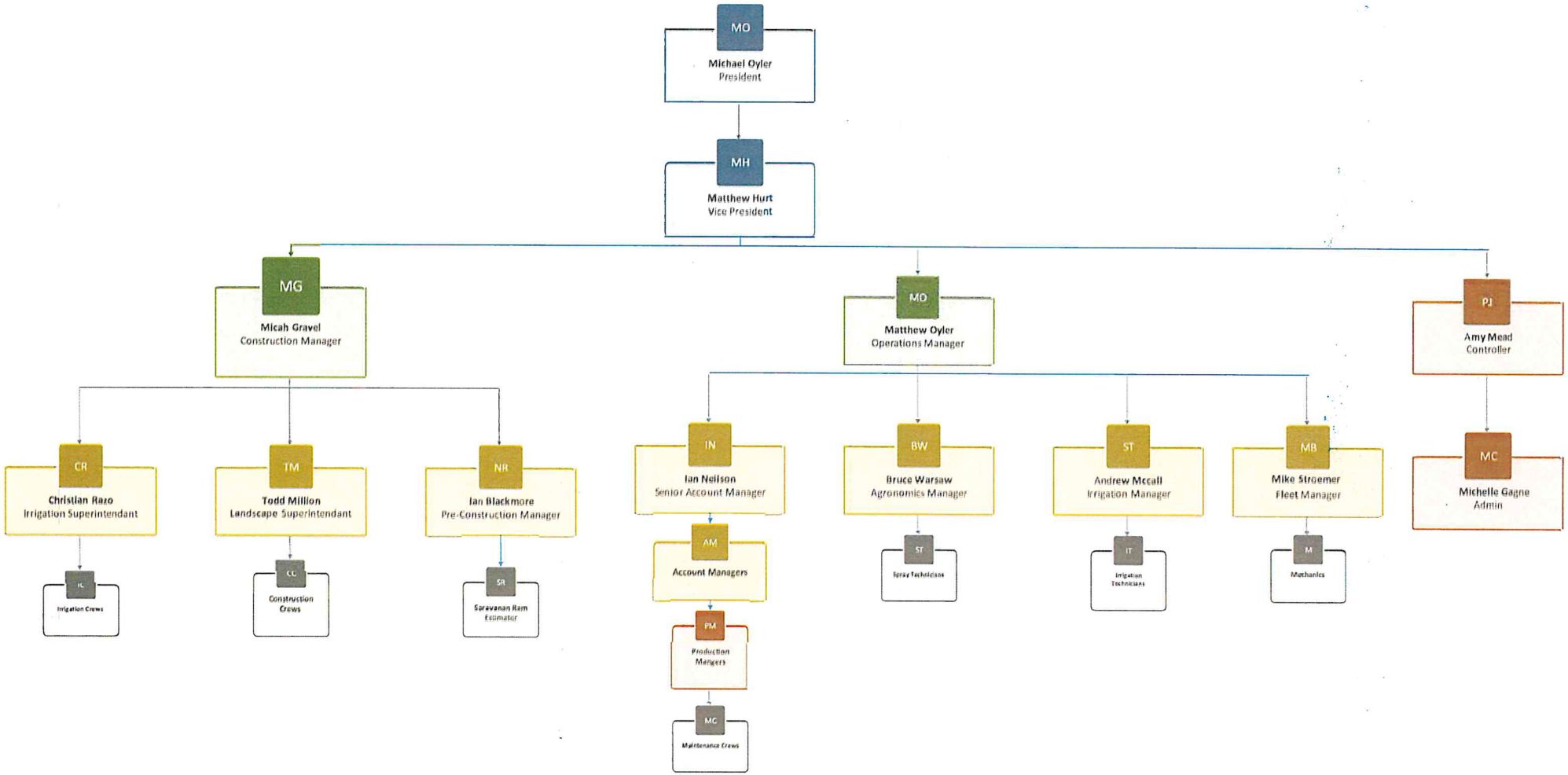
Total Number of Staff: 112

- Clerical: 11
- Field: 101

Current Workload:

- $11,000,000.00 annually in revenue

Organizational Chart
Dora Landscaping, LLC
Entire Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2024

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

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

PRODUCER		
Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	CONTACT NAME: Lisa Albright PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850 E-MAIL ADDRESS: LAlbright@ClossonInsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern-Owners Insurance Co	10190
INSURED Dora Landscaping, LLC 4401 Hogshead Road Apopka FL 32703	INSURER B : AUTO OWNERS INSURANCE COMPANY	18988
	INSURER C : FFVA Mutual Insurance Co.	10385
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 02062024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			72233016	02/10/2024	02/10/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5161922900	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP - Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ WAIVED			5161922901	02/10/2024	02/10/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0809200-2024A	02/10/2024	02/10/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Blanket Additional Insured applies on a Primary and Non-contributory basis with Waiver of Subrogation as regards to General Liability per forms attached, when required by contract or agreement. Auto Liability Additional Insured and Waiver of Subrogation is provided by forms attached, when required by contract or agreement. Umbrella follows form of the underlying General Liability coverage form and Auto Liability coverage form. Blanket Waiver of Subrogation applies to Workers' Compensation, when required by contract, per attached form.

CERTIFICATE HOLDER

Dora Landscaping, LLC
PO Box 1207
Plymouth FL 32768

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DORA LANDSCAPING

Tab 2: Proposers Qualifications

Experience of Supervisory Personnel:

Matthew Oyler — Operations Manager

Name — Position

Landscape Maintenance, Quality Control + Enhancements; 7 years; — 7 years

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

John Gordon — Senior Account Manager

Name — Position

Landscape Maintenance — 22 years — 10 years

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

Bruce Warsaw — Agronomics Manager

Name — Position

Fertilization and Pest Control — 30 years — 1 year

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

Angel Ocasio — Production Manager

Name — Position

Landscape Maintenance — 22 years — 22 years

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

Andrew McCall		Irrigation Manager
Name		Position
Irrigation Maintenance	8 years	2 years
Type of Work	Yrs. Experience	Yrs. With Firm

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DORA LANDSCAPING

Tab 3: Scope Response – Scope of Services

A. **Mowing:** All turf areas will be mowed weekly during the months of May thru October and a minimum of every other week or as necessary to keep a clean look during the months of October thru May. (Approximately 38 cuts)

B. **Edging:** Edging of all curbs, sidewalks, and all other paved areas, will be performed with the mowing schedule. Planter beds and tree saucer/circles will be performed on every other mowing schedule date.

C. **String trimming:** String trimming will be done at the same time as the mowing schedule. All areas not accessible with the lawn mowers will be string trimmed.

D. **Detailing of planted areas, bushes and shrubs:** Trimming, pruning, and shaping of plant material in beds will be done on a four-week rotational basis to keep all planting areas neat and clean in appearance. Shrubs will be trimmed and shaped to maintain their natural shape and size. Sticks and debris to be raked and removed from bed areas on each service visit.

E. **Weeding of shrub and tree beds:** Beds will be kept clean and reasonably free of weeds chemically or pulled by hand to keep a neat and clean appearance. This will be done during the regular maintenance and mowing schedule.

F. **Debris Removal:** Landscape debris will be blown off and cleaned up each visit. Trash will be removed from the lawn and plant beds each visit.

G. **Leaf Removal:** Contractor will blow, rake, pick up, and bag leaves in landscape area on a bi-weekly basis between February 15th and April 15th.

H. **Small Landscape Trees:** Overhanging limbs will be maintained to a height of 10' for walkways, 12' for parking areas, and 15' for roadways. Limbs larger than 2" in diameter require an additional work authorization. Ligustrum, holly, and other ornamental trees will be pruned up to 15' in height to preserve their natural shape.

I. **Palm Trees:** Palms up to 15' OA will be trimmed on an as needed basis to maintain a neat and clean in appearance.

J. **Irrigation:** Monthly irrigation inspections are included in this agreement. Monthly irrigation inspections to include operating all zones, valves, and controllers once

per month to insure proper operation and coverage of heads. Irrigation repair work requires a separate work authorization. Damage from Dora Landscaping Company employees shall be repaired at no charge. Irrigation repair work requires a separate work authorization.

K. **Fertilization and Pest Control on shrubs:** All fertilizers shall be high quality well blended granular or liquid fertilizer. St. Augustine Turf to receive (3) treatments per year. Shrubs to receive (2) treatments per year. Integrated pest management services shall utilize the safest chemical to treat the target pest at the lowest threshold rate and shall coincide with regular scheduled treatments. Termites, mice, and nematodes are not covered under this agreement.

L. **Mulching:** Annual mulching is included in this agreement. All mulch areas will be kept at 3" minimum throughout the year.

M. **Annuals:** Annuals are included in this agreement. Annuals will be changed quarterly. Command soil will be installed in annual beds yearly.

Schedule and Sample Reports:

Please see projected yearly schedule and sample reports attached.

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GRP A Schedule	October	November	December	January	February	March	April	May	June	July	August	September
Week 1												
Monday	80 MH, P, A, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, A, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, S, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, T, I	80 MH, P, S, I	80 MH, P, T, I	80 MH, P, S, I	80 MH, P, T, I
Thursday	80 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, I	P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 2												
Monday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, F, I		P, F, I		P, F, I		P, F, I	P, F, I	P, F, I	P, F, I	P, F, I	P, F, I
Saturday												
Sunday												
Week 3												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 4												
Monday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, F, I		P, F, I		P, F, I		P, F, I	P, F, I	P, F, I	P, F, I	P, F, I	P, F, I
Saturday												
Sunday												
Week 5												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												

CREW MAN HOURS (?MH) IRRIGATION INSPECTION (I) FERT & PEST INSPECTION (F) PROPERTY INSPECTION BY MANAGER (P)
ANNUAL REPLACEMENT (A) TURF FERTILIZATION (T) SHRUB FERTILIZATION (S)

GRP B Schedule	October	November	December	January	February	March	April	May	June	July	August	September
Week 1												
Monday	80 MH, P, A, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, A, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, S, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, T, I	80 MH, P, S, I	80 MH, P, T, I	80 MH, P, S, I	80 MH, P, T, I
Thursday	80 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, I	P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 2												
Monday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, F, I		P, F, I		P, F, I		P, F, I	P, F, I	P, F, I	P, F, I	P, F, I	P, F, I
Saturday												
Sunday												
Week 3												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 4												
Monday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday	P, F, I		P, F, I		P, F, I		P, F, I	P, F, I	P, F, I	P, F, I	P, F, I	P, F, I
Saturday												
Sunday												
Week 5												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I	80 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												

CREW MAN HOURS (?MH) IRRIGATION INSPECTION (I) FERT & PEST INSPECTION (F) PROPERTY INSPECTION BY MANAGER (P)
ANNUAL REPLACEMENT (A) TURF FERTILIZATION (T) SHRUB FERTILIZATION (S)

GRP C Schedule	October	November	December	January	February	March	April	May	June	July	August	September
Week 1												
Monday	120 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Tuesday	120 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Wednesday	120 MH, P, S, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I
Thursday	120 MH, P, I	80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Friday	P, I	P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 2												
Monday	120 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Tuesday	120 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Wednesday	120 MH, P, S, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I
Thursday	120 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Friday	P, I		P, F, I		P, F, I		P, F, I	P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 3												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 4												
Monday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Tuesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Wednesday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I
Thursday	80 MH, P, I		80 MH, P, I		80 MH, P, I		80 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Friday	P, F, I		P, F, I		P, F, I		P, F, I	P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												
Week 5												
Monday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Tuesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Wednesday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I	120 MH, P, S, I
Thursday		80 MH, P, I		80 MH, P, I		80 MH, P, I		120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I	120 MH, P, I
Friday		P, F, I		P, F, I		P, F, I		P, I	P, I	P, I	P, I	P, I
Saturday												
Sunday												

CREW MAN HOURS (?MH) IRRIGATION INSPECTION (I) FERT & PEST INSPECTION (F) PROPERTY INSPECTION BY MANAGER (P)

ANNUAL REPLACEMENT (A) TURF FERTILIZATION (T) SHRUB FERTILIZATION (S)

Irrigation Inspection

DORA LANDSCAPING

Property	
Preapproval Authorization Amount Per Month:	
Date of Inspection	
Technician	

Irrigation Controller		
Controller		
Model		
Rain Sensor	Y	N
Working	Y	N
Start Time A	AM PM	
Run Days	M T W TH F SA SU	
Start Time B	AM PM	
Run Days	M T W TH F SA SU	
Connection Point		
Type	Meter	Pump
Source	Well Potable	Reclaim Lake
Back Flow	Y	N

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Controller	Zone																						
	Head Type																						
	Run Time																						
Plant Type	Turf																						
	Shrub																						
	Annual																						
Pipes	Mainline break																						
	Lateral line break																						
	Drip break																						
Valves	Zone Not Responding																						
	Valve Leaking																						
	Zone stuck open																						
	Broke valve box																						
Broken Heads	Replace nozzle																						
	MP Rotator																						
	Shrub adapter																						
	6in Pop up																						
	12in Pop up																						
	Riser																						
	Rotor																						
Adjustments	Adjust Pattern																						
	Capped																						
	Raised/Lowered																						
Miscellaneous																							

Zone	Notes

Lawn & Ornamental Report

DORA LANDSCAPING

Property: _____ **Date:** ___/___/___

Applicator:

Turf Application ☐ Scheduled Application ☐

Ornamental Application ☐ Service Call ☐

Turf Application Information

Fertilization

Liquid: ☐

Granular: ☐

1) Analysis: _____

Application Rate: _____
(lbs. N / 1000 Sq. Ft.)

Area(s) Treated: _____

2) Analysis: _____

Application Rate: _____
(lbs. N / 1000 Sq. Ft.)

Area(s) Treated: _____

Report Item #(s) : _____

Weed Control

Liquid: ☐

Herbicide(s) Used:

1) _____

2) _____

Area(s) Treated: _____

Granular: ☐

Herbicide Used:

1) _____

Area(s) Treated: _____

Report Item #(s) : _____

Disease & Insect

Fungicide / Insecticide Used:

1) _____

Target Pest: _____

Area(s) Treated: _____

2) _____

Target Pest: _____

Area(s) Treated: _____

Report Item #(s) : _____

Ornamental Application Information

Fertilization

Liquid: ☐

Granular: ☐

1) Analysis: _____

Palms: ☐

Annuals: ☐

Plants: All ☐

Selected ☐

2) Analysis: _____

Palms: ☐

Annuals: ☐

Plants: All ☐

Selected ☐

Report Item #(s) : _____

Disease & Insect

Fungicide / Insecticide Used:

1) _____

Target Pest: _____

Plants(s) Treated: _____

2) _____

Target Pest: _____

Plants(s) Treated: _____

3) _____

Target Pest: _____

Plants(s) Treated: _____

Report Item #(s) : _____

Comments & Observations:

_____ **Technician's Signature**

_____ **Manager's Signature:**

DORA LANDSCAPING

Tab 4: References

Please see reference list attached.

****Remainder of Page Intentionally left Blank****

DORA LANDSCAPING

Reference List

Reference 1:

Name of Project: Disney including Disney Hollywood Studios, Animal Kingdom, Riviera Resort and Summerhouse at Golden Oak

Address of Project: 351 S Studio Dr, Lake Buena Vista, FL 32830

Contact Person: Greg Seiple

Annual Contract Amount: $2,000,000+ in Revenue Annually
Description of Work: Dora Landscaping has crews working throughout Disney property daily. Dora provides Landscape Maintenance services, Landscape Installation services, Irrigation Maintenance, and Installation services to Disney. Dora maintains Disney Hollywood Studios, Animal Kingdom, Riviera Resort, and Summerhouse and have crews there every day of the week.

Photos Below:

Reference 2:

Name of Project: Kings Ridge Community Association

Address of Project: 1950 Kings Ridge Blvd, Clermont Florida 34711

Contact Person: Scott Whipple

Annual Contract Amount: $2,000,000+ in Revenue Annually

Description of Work: Dora Landscaping has a 30+ man work team on-site daily throughout the year. Dora maintains 11 of the 15 subdivisions (1900+ homes) and all common areas throughout the community. Dora maintains the irrigation system for all the homes and common areas. DLC also performs the agronomics program for all the homes and common areas.

Photos Below:

Reference 3:

Name of Project: Lake Highland Preparatory School

Address of Project: 901 Highland Avenue, Orlando Florida 32803

Contact Person: JR Armstrong

Annual Contract Amount: $500,000+ in Revenue Annually

Description of Work: Dora Landscaping maintains all of Lake Highland Preparatory school in Downtown Orlando. Dora provides Landscape Maintenance/Installation, Irrigation Maintenance/Installation, and Fertilization and pest control services to LHPS.

Photos Below:

DORA LANDSCAPING

Tab 5: Exceptions / Additional Information

Please see certifications attached.

****Remainder of Page Intentionally left Blank****

CITY OF APOPKA

120 E Main Street
Apopka, FL 32703
Phone: 407-703-1719, Website: www.Apopka.gov/BTR

Local Business Tax Receipt

BTR ID: BTR-6859
Issued Date: October 21, 2024
Effective Date: October 1, 2024
Expiration Date: September 30, 2025
BTR Type(s):
(08B8) Business/administrative office
(08C4-1) Coin Operated Machine
(08C8-2) Contractor - State licensed, certified or registered

Business Name: Dora Landscaping LLC
Business Location: 4401 Hogshead Rd APOPKA, FL 32703
Business Registration Number(s): L23000286948

Planning and Zoning Conditions:

Notes: DACS AD3133 Exp 11/22/24

This receipt indicates payment of the business tax as required by Chapter 66 of the City Code. This receipt does not indicate verification of zoning compliance or actual operation of the stated business at this address.

NON-TRANSFERABLE **TO BE PLACED IN A CONSPICUOUS PLACE** **QR Code** **For Online Access**

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2024 **EXPIRES** **9/30/2025** 3106-1242137

3105	LANDSCAPE	$30.00	1 EMPLOYEE	3501	PLANTS/TREES	$30.00	1 EMPLOYEE
3100	SPRINKLER REPAIR	$30.00	1 EMPLOYEE				

TOTAL TAX	$90.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$140.00
TOTAL DUE	$0.00

OYLER JAMES MICHAEL - MGR

DORA LANDSCAPING LLC
OYLER JAMES MICHAEL
4401 HOGSHEAD RD
APOPKA FL 32703

4401 HOGSHEAD RD
D - APOPKA, 32703

PAID: $140.00 0099-01182577 9/10/2024

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2024 **EXPIRES** **9/30/2025** 3106-1242137

3105	LANDSCAPE	$30.00	1 EMPLOYEE	3501	PLANTS/TREES	$30.00	1 EMPLOYEE
3100	SPRINKLER REPAIR	$30.00	1 EMPLOYEE				

TOTAL TAX	$90.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$140.00
TOTAL DUE	$0.00

OYLER JAMES MICHAEL - MGR

DORA LANDSCAPING LLC
OYLER JAMES MICHAEL
4401 HOGSHEAD RD
APOPKA FL 32703

4401 HOGSHEAD RD
D - APOPKA, 32703

PAID: $140.00 0099-01182577 9/10/2024

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB342458

DORA LANDSCAPING LLC
4401 HOGSHEAD RD, APOPKA, FL 32703

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending October 31, 2024 as prescribed by Law.

WILTON SIMPSON
Commissioner of Agriculture

Issue Date: September 11, 2024

DACS 13657, 09/01

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
October 8, 2024	**JE48062**	**October 31, 2024**

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2024**

AT

DORA LANDSCAPING LLC
APOPKA, FL 32703

Certified Operator

BRUCE WARSAW
DORA LANDSCAPING LLC
4401 HOGSHEAD RD
APOPKA, FL 32703

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRUCE WARSAW
DORA LANDSCAPING LLC
ID CARD HOLDER

JE48062

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **October 31, 2024**

WILTON SIMPSON
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Bid Bond

CONTRACTOR:
(Name, legal status and address)
DORA LANDSCAPING, LLC
4301 Hogshead Road
Apopka, FL 32703

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Mount Dora
501 North Baker Street
Mount Dora, FL 32757

BOND AMOUNT:
5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any) Professional Grounds Maintenance Services, Mount Dora, FL
Project Number, if any: RFP# 24-PR-020

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of October, 2024

(Witness)

DORA LANDSCAPING, LLC
(Principal) *(Seal)*
By: Matt Hunt - Vice President
(Title)

(Witness) Sophia Golecki

The Gray Casualty & Surety Company
(Surety) *(Seal)*
By: Jeffrey W. Reich
(Title) Jeffrey W. Reich, Attorney-in-Fact
& FL Licensed Resident Agent
Inquiries: 407-786-7770

THE GRAY CASUALTY & SURETY COMPANY SEAL

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: DORA LANDSCAPING, LLC
Obligee: City of Mount Dora

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeffrey W. Reich

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of October , 2024 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of October , 2024 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
Ongoing;	Disney's Riviera Resort, Hollywood Studios, & Animal Kingdom	$ 2,000,000.00
Ongoing;	Kings Ridge Community Association	$ 2,000,000.00
Ongoing;	Lake Highland Prepartory School	$ 500,000.00

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

Solterra Resort, Flamingo Crossing, Highgrove Resort, Sweetwater Ridge TOA, Waterview HOA,

Walt Disney World Vacation Clubs, Whaley Creek HOA, Waterview HOA, Alexander Ridge HOA,

Harmony at Lake Eloise, Disney's Old Key West Resort, Disney's Saratoga Springs, Disney's Grand Floridian

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **Professional Grounds Maintenance Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 22,000,000.00 **Total Contract Amounts for work done on all past related projects.**

REFERENCES:

Bank(s) Maintaining Account(s): Winter Park National Bank

Surety/Underwriter: (if required) Florida Surety Bonds

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☑ Other: Please list: LLC - Partnership 1+

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Dora Landscaping, LLC	4401 Hogshead Road
Company	Address
Matt Hurt	Apopka, Florida, 32703
Authorized Signature	City, State, Zip Code
Matthew A. Hurt; Vice President	407-886-3103
Printed Name & Title	Telephone No.
Matt.Hurt@Doralandscaping.com	N/A
Email	Fax No.

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, _____(person) Matthew A. Hurt, as the _____(title) Vice President of _____(entity)_____, do hereby certify that _____(entity) Dora Landscaping, LLC : (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Print: Matthew A. Hurt
Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Matthew Hurt, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 30 day of October, 2024.

(stamp) AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

NOTARY PUBLIC, State of Florida

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Matthew A. Hurt, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Matthew A. Hurt.
(Write Name Here)

2. I am the Vice President of Dora Landscaping, LLC.
(Insert Job Title) *(Insert Company Name)*

3. The Company was formed in United States & Florida and is a LLC - Partnership.
(Country and State) *(List the Type of Entity (ex.: LLC, Inc., etc.)*

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or

   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 30th day of October, 2024.

BY: Matt Hurt
Signature of Affiant

Matt Hurt
Printed Name

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hurt, as Vice President, of Dora Landscaping, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of October 30, 2024.

(stamp) FLORIDA NOTARY ASSOCIATION SINCE 1978
AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

Amy Bray Mead
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: Matthew A. Hurt

Name of Company: Dora Landscaping, LLC

FEIN: 93-1955859

Authorized Representative's Name and Title:
Matthew A. Hurt; Vice President

Address: 4401 Hogshead Road, Apopka Florida 32703

Phone Number: 407-886-3103 Email Address: Matt.Hurt@Doralandscaping.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: Matt Hurt

Print Title: Vice President

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Dora Landscaping, LLC, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Matt Hurt
Authorized Signature

Dora Landscaping, LLC
Company

Matthew A. Hurt
Printed Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hurt, as Vice President of Dora Landscaping LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 30 day of October, 2024.

(stamp)

AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

Amy Bray Mead
NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Dora Landscaping, LLC Company	4401 Hogshead Road Address
Matt Hurt Authorized Signature	Apopka, Florida, 32703 City, State, Zip Code
Matthew A. Hurt; Vice President Printed Name & Title	407-886-3103 Telephone No.
Matt.Hurt@Doralandscaping.com Email	N/A Fax No.

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hurt, as Vice President, of Dora Landscaping LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 30 day of October, 2024.

(stamp) AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

Amy Bray Mead
NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 24-PR-020 - "PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 30th day of October, 2024 in the City of Mount Dora, in the State of FL.

Dora Landscaping, LLC Company	4401 Hogshead Road Address
Matt Hurt Authorized Signature	Apopka, Florida, 32703 City, State, Zip Code
Matthew A. Hurt; Vice President Printed Name & Title	407-886-3103 Telephone No.
Matt.Hurt@Doralandscaping.com Email	N/A Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES."**

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Dora Landscaping, LLC
Company

Matt Hurt
Authorized Signature

Matthew A. Hurt; Vice President
Printed Name & Title

Matt.Hurt@Doralandscaping.com
Email

Closson Insurance
Insurance Agency

Signature of Proposer's Agent

4401 Hogshead Road
Address

Apopka, Florida, 32703
City, State, Zip Code

407-886-3103
Telephone No.

N/A
Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **YES**
☐ **NO**

Dora Landscaping, LLC Company	4401 Hogshead Road Address
Authorized Signature	Apopka, Florida, 32703 City, State, Zip Code
Matthew A. Hurt; Vice President Printed Name & Title	407-886-3103 Telephone No.
Matt.Hurt@Doralandscaping.com Email	N/A Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida

County of Orange

Matthew A. Hurt, being first duly sworn, deposes and says that:

I am the Vice President of Dora Landscaping, LLC, (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PR-020.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PR-020, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #24-PR-020, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #24-PR-020 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Dora Landscaping, LLC Company	4401 Hogshead Road Address
Matt Hurt Authorized Signature	Apopka, Florida, 32703 City, State, Zip Code
Matthew A. Hurt; Vice President Printed Name & Title	407-886-3103 Telephone No.
Matt.Hurt@Doralandscaping.com Email	N/A Fax No.

STATE OF FLORIDA
COUNTY OF orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hurt, as Vice President, of Dora Landscaping LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 30 day of October, 2024.

(stamp) FLORIDA NOTARY ASSOCIATION SINCE 1978
AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

Amy Bray Mead
NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Dora Landscaping, LLC (Proposer) guarantees its Response to RFP #24-PR-020 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this 30 day of October (Month), 2024 (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / Matthew A. Hurt
(Signature) (Print name)

Address: 4401 Hogshead Road, Apopka Florida 32703

Telephone: (407) 886-3103 Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): 93-1955859

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____)_____ Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____Date: _____

Remainder of Page Intentionally Left Blank

CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Dora Landscaping, LLC

Authorized representative (printed): Matthew A. Hurt

Authorized representative (signature): _____

Project Number: **RFP #24-PR-020**

Date: 10/30/2024

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Walt Disney World

   Address: N World Drive, Orlando Florida 32830

   Point of Contact: Greg Seiple

   Phone #: 407-497-8554 Email address: vernon.g.seiple@disney.com

   Service(s) Provided: Landscape Maintenance, Landscape Installation, Irrigation Maintenance, Irrigation Installation, Fertilization, and Pest Control

   Dates of Service: 10/1/2023 - Present

2. Name of Company: Kings Ridge Community Association and Neighborhoods

   Address: 1950 Kings Ridge Boulevard, Clermont Florida 34711

   Point of Contact: Flory Barahona

   Phone #: 352-242-9653 Email address: fbarahona@lelandmanagement.com

   Service(s) Provided: Landscape Maintenance, Landscape Installation, Irrigation Maintenance, Irrigation Installation, Fertilization, and Pest Control

   Dates of Service: 1/1/2021 - Present

3. Name of Company: Lake Highland Prepartory School

   Address: 901 Highland Avenue, Orlando Florida 32803

   Point of Contact: JR Armstrong

   Phone #: 407-625-6127 Email address: jarmstrong@lhps.org

   Service(s) Provided: Landscape Maintenance, Landscape Installation, Irrigation Maintenance, Irrigation Installation, Fertilization, and Pest Control

   Dates of Service: 10/1/2021 - Present

4. Name of Company: Summerhouse at Golden Oak

   Address: 10350 Dream Tree Blvd, Golden Oak Florida 32836

   Point of Contact: Michael Stewart

   Phone #: 407-443-6491 Email address: michael.t.stewart@disney.com

   Service(s) Provided: Landscape Maintenance, Landscape Installation, Irrigation Maintenance, Irrigation Installation, Fertilization, and Pest Control

   Dates of Service: 10/1/2023 - Present

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Matthew A. Hurt [NAME] as the Vice President [TITLE] of Dora Landscaping, LLC [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 93-1955859 .

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hurt, as Vice President, of Dora Landscaping LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 30 day of October, 2024.

(stamp)

AMY BRAY MEAD
Notary Public
State of Florida
Comm# HH265336
Expires 6/25/2026

_____
NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(✓) Other LLC - Partnership (Explain)

Federal Employer Identification Number: 93-1955859

Firm Name: Dora Landscaping, LLC

Mailing Address: 4401 Hogshead Road, Apopka Florida 32703

Telephone No.: 407-886-3103 Fax No.: N/A

Email Address: Matt.Hurt@Doralandscaping.com Web Address: www.doralandscaping.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Dora Landscaping, LLC

Remittance Address: 4401 Hogshead Road, Apopka Florida 32703

Submitted by: Dora Landscaping, LLC

Name & Title Printed: Matthew A. Hurt; Vice President

RFQ #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

Sub-Contractor:	Phone Number/E-Mail:
N/A	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Dora Landscaping, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4401 Hogshead Road

Requester's name and address (optional)

6 City, state, and ZIP code

Apopka, FL 32703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

9 3 – 1 9 5 5 8 5 9

Part II Certification

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here **Signature of U.S. person** Matthew A. Hurt **Date** 5/21/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT "D" - RFP 24-PR-020 REVISED PRICING SHEET (EXCEL)

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
CITY HALL	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
COMMUNITY BUILDING	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PLANNING BUILDING	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
DONNELLY PARK	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
GILBERT PARK	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
GRANTHAM POINTE	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
LIBRARY	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PUBLIC SAFETY BUILDING	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PALM ISLAND PARK/SIMPSON COVE	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
SERENITY PARK	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
SIMPSON HOUSE	38	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
CLASS "A" PROPERTIES -ANNUAL TOTALS:		$ 4,751.17	$ 4,893.70	$ 5,040.51	$ 5,141.32	$ 5,244.15
CLASS "A" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$				**25,070.86**
Anmnual Total		$ 180,544.37	$ 185,960.71	$ 191,539.53	$ 195,370.32	$ 199,277.72

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
BLAIR PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
CHAUTAUQUA PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
ELECTRIC STAFF BUILDING (ALL GREEN AREAS EXCLUDING RETENTION POND AREA)	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
NEW FIRE STATION 35	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
CHARLES STREET - RIGHT OF WAY	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
PARKWAY AVE LOT (LAKE FRANKLIN)	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
MLK CENTER	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
PINECREST PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
ROBIE AVE COMPLEX	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
STEIN PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
SYLVAN PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
FORRES PLAYGROUND	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
SUMMERVIEW PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
CLASS "B" PROPERTIES -ANNUAL TOTALS:		$ 3,964.82	$ 4,083.76	$ 4,206.28	$ 4,290.40	$ 4,376.21
CLASS "B" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$				**20,921.48**
Anmnual Total		$ 150,663.16	$ 155,183.05	$ 159,838.54	$ 163,035.31	$ 166,296.02

CLASS "C" PROPERTIES
(Public Works & Utilities Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
DORA PINES (STORAGE LOT ONLY)	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TREATEMENT PLANT #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TREATEMENT PLANT #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TOWER	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
ELECTRIC STAFF BUILDING/OLD FS35 (RETENTION POND AREA ONLY)	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
SPRAYFIELD - 40 ACRES (BUSH HOG MOWING)	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WASTEWATER TREATMENT PLANT #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WASTEWATER TREATMENT PLANT #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91

LIFT STATION #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #4	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #7	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #9	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #11	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #22	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #53 & DRY POND	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
RECLAIMED PUMP STATION	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
CLASS "C" PROPERTIES -ANNUAL TOTALS:		$ 4,234.11	$ 4,361.13	$ 4,491.96	$ 4,581.80	$ 4,673.44
CLASS "C" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$				**22,342.43**
Anmnual Total		$ 160,896.00	$ 165,722.88	$ 170,694.56	$ 174,108.46	$ 177,590.62
GRAND TOTAL AMOUNT (CLASS A, B & C PROPERTIES SUBTOTALS COMBINED)		$				**68,334.77**
GRAND TOTAL AMOUNT (Written):		**Sixty Eight Thousand Three Hundred and Thirty Four Dollars and 77 / 100**				
Annual Total		$ 492,103.53	$ 506,866.63	$ 522,072.63	$ 532,514.09	$ 543,164.37

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 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown

Firm: Dora Landscaping LLC

Name: Matthew Oyler

Address: 4401 Hoss Head Road, Apopka FL, 32703

Telephone Number: 407 - 886 - 3103

Contact Email Address: Matt. Hart @ Doralandscaping.com

Company Authorized Representative Name: Matthew A. Hart

Signature/Date: Matt Hart / 10/30/24

AUTHORIZED AGENT

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.

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PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Sylvan park is missing from the excel sheet but is listed in the PDF scope of work doc.

A1. Sylvan Park has been added to the REVISED Excel Pricing Sheet as attached/uploaded.

Q2. The excel sheet ask for a " Per Cut" price but at the bottom of each section it asks for the "Annual Total", however the Sum Formula set up only totals the "Per cut " amount for 1 service and enters it in the " Annual" cell. Either the Sum Formula in the sheet needs to be corrected or it should be per month versus per cut?

A2. The formulas under the Class B Properties have been corrected in the REVISED Excel Pricing Sheet as attached/uploaded.

Q3. Can you please send out the pre-proposal meeting sign-in sheet?

A3. This was emailed on 10/4/2024 to everyone in attendance. If you were not in attendance you must submit a public records request. You can find the link in answer A5.

Q4. What is the procedure or course of action that will be taken should the upcoming hurricane cause damage or completely change the landscape of one of the service areas? Will the area be deducted from the contract? Considering the expectation of Hurricane Milton to likely affect this area, are there any plans to postpone the bid until after the site can be cleaned up after the storm? Current conditions are likely to drastically be affected in the coming day(s).

A4. No properties were permanently altered by Hurricane Milton. The solicitation dates will not be postponed.

Q5. Can you please send the current contract and the previous bid tab for this project?

A5. You can submit a public records request here via our website.

Q6. In section 'A Licenses', under 'General Terms and Conditions', what permits and licenses are required for contractor's bids to be responsive and to fulfill this contract?
~~~~~~

A6. The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

Q7. In regard to 'Agreement Renewal Period' section, at renewal of the contract are contractors allowed to adjust the optional renewal prices put into the pricing sheet based on the Consumer Price Index? Is there a maximum allowable percentage increase per year?

A7. CPI increases will not be utilized, the pricing given at the time of submission on the required price sheets will not be adjusted.

Q8. Is it the intent to award all properties to a single contractor?

A8. The City anticipates award to one contractor but reserves the right to award to multiple contractors if in the best interest of the City.

Q9. How soon after the bid opening should bidders expect to hear news of the bid results and/or award?

A9. The City anticipates adhering to the anticipated schedule as stated in the RFP document, on page 5, for the Evaluation Committee Meeting(s). This schedule is subject to change if it becomes necessary. Intent to Award notice will follow shortly after said meeting(s).

Q10. How many palm trees are there, per location?

A10. Unknown. This is why site visits are strongly suggested.

Q11. Please clarify if irrigation repairs are to be included or are to be additional. One section lists it as a task that is included, but then there is a not below saying not to perform repairs but to notify the representative.

A11. Irrigation repairs are to be made if broken/damaged by the contractor at their own expense. Irrigation inspections are to be done at A sites and staff notified of any issues.

Q12. It is mentioned that the contractor should respond to a service request in 24 hours or there will be a charge to the contractor. The pricing sheet lists 38 visits per year. Will this contract be on a per visit basis, or based on the 38 visits per year? What scenario would include us receiving a service call that is not already scheduled? And what would the charge be to the contractor if not provided within 24 hours?

A12. Primarily per cut scheduled visits, this is only for unforeseen circumstances and would be based on that site price.

Q13. Can leaves be mulched with our mowers if they are equipped with mulching kits, or do they have to be removed? This question is specific to the growing season and does not include the "ANNUAL LEAF REMOVAL" portion of the scope.

A13. Routine mulching of leaves is permitted other than Annual Leaf Removal.

Q14. Under Tab 1 on number 5, the RFP request that we state all existing contracts and hours per week required to complete that work; if a company has well over 1000 active contracts should that company localize the active contracts' list to the local region or state?

A14. Regional contracts are sufficient.

Q15. Under insurance requirements on page 31, it says that the City of Mount Dora must be listed as an additional on the insurance certificate; does the city have to be listed as an additional at the time of submittal or only after the notice of award is issued?

A15. After Award.

Q16. Under '3. Weeding' under 'Technical Specifications/Scope of Work' for Class A, will the interval for weeding maintenance services be the same as that of Class B and Class A?

A16. A & B sites maintain the same weeding schedule.

Q17. Under '1. C. Trimming' under 'Technical Specifications/Scope of Work' please confirm if string trimming to edge if not allowed and should only be used in areas inaccessible to mowers.

A17. String trimming is acceptable.

Q18. Under '4. Mulching' under 'Technical Specifications/Scope of Work' please confirm that 4 3" (three inches depth) mulching removals and mulching services are being requested annually.

A18. Three inches of mulch must be maintained at all times.

Q19. Under '4. Removal of Plant Material' which falls under Class C scope of work, will the installation of new plant material be reimbursed alike Class A and Class B?

A19. No.

Q20. Will boundary maps for each property be provided so that all bidders will bid on the exact same areas?

A20. Maps will not be provided this is why site visits are strongly suggested.

Q21. Please confirm that only the Sprayfield (40 acres) location is to receive bush hog mowing.

A21. Correct.

Q22. Please confirm that the "Firm Information" form on page 40 is the same as "16. Company Information Form". If not, please provide the Company Information Form to all bidders for submission.

A22. Yes.

Q23. Please confirm that subcontracting is not required on this project.

A23. Subcontracting is not required, however the form is and must be filled out and returned with required forms.

Q24. Are the names for the Mandatory Pre- bid meeting posted on the City of Mount Dora website?

A24. No, they were mailed to those in attendance and can be request via a public records request. You can find the link in answer A5.

Q25. What is the current contract amount for this solicitation?

A25. You can request this information via a public records request through our city's website. A link to the exact page is found in answer A5.

Q26. Would you have aerial photos or pictures of all parcels?

A26. We do not. This is why site visits are strongly recommended.

Q27. Are the solar panel areas next to the old fire department and the waste water treatment plant included in the list of properties to be maintained?

A27. No.

Q28. Is the retention pond behind the police department included in the list of properties to be maintained?

A28. No.

Q29. Is the land (forest preserve) behind the library parking lot on the list of properties to be maintained?

A29. No.

Q30. Is the pond behind the Simpson Farmhouse included in the list of properties to be maintained?

A30. No.

Q31. Should the palm trees in the parks be included in the per cut pricing on the pricing sheet? Not a separate billing item?

A31. Yes, for the A services, this is included in the pricing sheet.

Q32. Should the cost of mulch be worked into the pricing sheet?

A32. Yes.

Q33. Is mulching once per year annually or is it quarterly?

A33. This will be done quarterly but must be done to maintain 3" of mulch at all times.

Q34. The bond payment will be required at the time of submission?

A34. The 5% bid bond will be required with bid submission. The payment and performance bond will be required annually from the successful contractor once awarded.

Q35. Was the last solicitation for these services an RFP or an ITB?

A35. It was previously issued as an ITB.

Q36. Cn you post the previous tabulation sheet?

A36. You will need to submit a public records request. You can find a link in answer A5.

Q37. Do you have to bid all three services, A, B, and C?

A37. No you do not.

Q38. Can the sheet be filled out to include all three services and be separate by the committee?

A38. Yes.

Q39. Do you have a budget for this project?

A39. No.

Q40. What is the difference between A, B, and C services?

A40. They are different levels of service starting with A services be the highest level of service and C services being the lowest.

Q41. A service will receive fertilization and pest control?

A41. Yes.

Q42. Evans Park was not included in the list of properties, is it included?

A42. No.

Signature acknowledges receipt and understanding of this addendum.

Matt Hart / Vice President

Name/Title

10/30/24

Date

Reminder of Page Intentionally Left Blank

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.

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PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. It says all responses should be submitted via electronic submission on Demandstar. Should we additionally drop off the bid bond check in person or wait until it is requested at a later date?

A1. You can submit the bid bond electronically with your proposal using the AIA Form 310, (refer to section 7C of the solicitation) or via an irrevocable letter of credit from your financial institution. All reference to bid bond payable by cashier check is hereby deleted.

Q2. Should the bid bond check be equal to the total amount bid for all services over 1 year multiplied by .05?

A2. The bid bond will be for 5% of the subtotal of year one, for classes A, B and C.

Q3. Unfortunately, I was not able to attend the pre-bid meeting for this RFP. Is there any option for me to still submit a bid for this project?

A3. No, the pre-bid meeting was a mandatory meeting.

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~~~~~~

Signature acknowledges receipt and understanding of this addendum.

Matt Hor / Vice President
Name/Title

10/30/24
Date
~~~~~~

EXHIBIT C

Dora Landscaping Fee Schedule

WASTEWATER TREATMENT PLANT #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WASTEWATER TREATMENT PLANT #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
SPRAYFIELD - 40 ACRES (BUSH HOG MOWING)	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
ELECTRIC STAFF BUILDING/OLD FS35 (RETENTION POND AREA ONLY)	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TOWER	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TREATEMENT PLANT #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
WATER TREATEMENT PLANT #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LOCATION	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
DORA PINES (STORAGE LOT ONLY)	YEAR CUTS PER	YEAR 1 COST PER CUT	YEAR 2 COST PER CUT	(Renewal) YEAR 3 COST PER CUT	(Renewal) YEAR 4 COST PER CUT	(Renewal) YEAR 5 COST PER CUT

CLASS "C" PROPERTIES

(Public Works & Utilities Locations)

Anmnual Total		$ 150,663.16	$ 155,183.05	$ 159,838.54	$ 163,035.31	$ 166,296.02
CLASS "B" PROPERTIES -ANNUAL TOTALS:		$				20,921.48
CLASS "B" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$ 3,964.82	$ 4,083.76	$ 4,206.28	$ 4,290.40	$ 4,376.21
FORRES PLAYGROUND	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
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SYLVAN PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
STEIN PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
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CHARLES STREET - RIGHT OF WAY	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
NEW FIRE STATION 35	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
(ALL GREEN AREAS EXCLUDING RETENTION POND AREA) ELECTRIC STAFF BUILDING	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
CHAUTAUQUA PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
BLAIR PARK	38	$ 304.99	$ 314.14	$ 323.56	$ 330.03	$ 336.63
LOCATION	YEAR CUTS PER	YEAR 1 COST PER CUT	YEAR 2 COST PER CUT	(Renewal) YEAR 3 COST PER CUT	(Renewal) YEAR 4 COST PER CUT	(Renewal) YEAR 5 COST PER CUT

CLASS "B" PROPERTIES

(Parks & Recreation Locations)

Anmnual Total		$ ~~1[illegible]4.37~~	$ 185,960.71	$ 191,539.53	$ 195,370.32	$ 199,277.72
CLASS "A" PROPERTIES -ANNUAL TOTALS:		$				25,070.86
CLASS "A" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$ ~~4,751.17~~	$ 4,893.70	$ 5,040.51	$ 5,141.32	$ 5,244.15
SIMPSON HOUSE	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
SERENITY PARK	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PALM ISLAND PARK/SIMPSON COVE	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PUBLIC SAFETY BUILDING	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
LIBRARY	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
GRANTHAM POINTE	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
GILBERT PARK	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
PLANNING BUILDING	0	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
DONNELLY PARK	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
COMMUNITY BUILDING	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
CITY HALL	30	$ 431.92	$ 444.88	$ 458.23	$ 467.39	$ 476.74
LOCATION	YEAR CUTS PER	YEAR 1 COST PER CUT	YEAR 2 COST PER CUT	COST PER CUT YEAR 3 (Renewal)	(Renewal) YEAR 4 COST PER CUT	(Renewal) YEAR 5 COST PER CUT

CLASS "A" PROPERTIES

(Parks & Recreation Locations)

LIFT STATION #1	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #2	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #4	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #7	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #9	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #11	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #22	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
LIFT STATION #53 & DRY POND	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
RECLAIMED PUMP STATION	38	$ 249.07	$ 256.54	$ 264.23	$ 269.52	$ 274.91
CLASS "C" PROPERTIES -ANNUAL TOTALS:		$ 4,234.11	$ 4,361.13	$ 4,491.96	$ 4,581.80	$ 4,673.44
CLASS "C" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		$				**22,342.43**
Anmnual Total		$ 160,896.00	$ 165,722.88	$ 170,694.56	$ 174,108.46	$ 177,590.62
GRAND TOTAL AMOUNT (CLASS A, B & C PROPERTIES SUBTOTALS COMBINED)		$				**68,334.77**
GRAND TOTAL AMOUNT (Written):		**Sixty Eight Thousand Three Hundred and Thirty Four Dollars and 77 / 100**				
Annual Total		$ 492,103.53	$ 506,866.63	$ 522,072.63	$ 532,514.09	$ 543,164.37

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 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown

Firm: Dora Landscaping LLC

Name: Matthew Oyler

Address: 4401 Hoss Head Road, Apopka FL, 32703

Telephone Number: 407 - 886 - 3103

Contact Email Address: Matt. Hart @ Doralandscaping.com

Company Authorized Representative Name: Matthew A. Hart

Signature/Date: Matt Hart / 10/30/24

AUTHORIZED AGENT

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
E-mail: donovanw@mountdora.gov

Date: December 13, 2024

To: Dora Landscaping, LLC

Re: **Negotiation Meeting- Change to Year 1 Services**

This letter is to confirm the negotiated change to the pricing sheet for fiscal year one, ending September 30, 2025, as discussed on December 11, 2024. The remaining cuts for this fiscal year will be approximately 30 per property. We will also be removing the Planning Building from year one of the contract. These changes will reduce the total cost for year one from $180,544.37 to $129,576.00. The remaining years will not be affected. Please sign and return at your earliest convenience.

Best Regards,

Whitney Donovan
Purchasing Coordinator
City of Mount Dora

Matt Hurt

Matt Hurt
Vice President
Dora Landscaping, LLC

EXHIBIT D

Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

_____	_____
Authorized Signature	Company
_____	_____
Printed Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
E-mail: donovanw@mountdora.gov

Date: December 13, 2024

To: Dora Landscaping, LLC

Re: **Negotiation Meeting- Change to Year 1 Services**

This letter is to confirm the negotiated change to the pricing sheet for fiscal year one, ending September 30, 2025, as discussed on December 11, 2024. The remaining cuts for this fiscal year will be approximately 30 per property. We will also be removing the Planning Building from year one of the contract. These changes will reduce the total cost for year one from $180,544.37 to $129,576.00. The remaining years will not be affected. Please sign and return at your earliest convenience.

Best Regards,

Whitney Donovan
Purchasing Coordinator
City of Mount Dora

Matt Hurt

Matt Hurt
Vice President
Dora Landscaping, LLC

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF MOUNT DORA, FLORIDA

AND

YARDNIQUE, INC.

Initial Term: January 7, 2025 to January 6, 2027
Renewal Option: Three consecutive 1-year period

PROFESSIONAL SERVICES CONTRACT
FOR PROFESSIONAL GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the "CITY"); the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the "CRA"), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; the **NORTHEAST COMMUNITY REDEVELOPMENT AGENCY** (the "NORTHEAST CRA"), a public body corporate and politic, duly established and operating under the authority of Chapter 163, Part III, *Florida Statutes*; and **YARDNIQUE, INC.** whose local address is 574 Fairvilla Road, Orlando, Florida 32808 (the "FIRM").

W I T N E S S E T H :

WHEREAS, the CITY, the CRA, and the NORTHEAST CRA (collectively hereinafter referred to as the "CITY", unless expressly stated otherwise) have determined that there is a need for professional services related to professional grounds maintenance services; and

WHEREAS, on September 24, 2024, the CITY, the CRA, and the NORTHEAST CRA issued a joint Request for Proposals #24-PR-020 (the "RFP"), attached hereto as **Exhibit "A"** and incorporated herein by reference, seeking qualified firms to provide the required professional grounds maintenance services for **Class "B" and Class "C"** properties; and

WHEREAS, the FIRM's submitted response, attached hereto as **Exhibit "B"** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on December 3, 2024, the CITY, including the CRA and the NORTHEAST CRA, selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM to provide the necessary professional services as required, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the CITY, the CRA, and/or the NORTHEAST CRA may issue specific task authorizations or task orders pursuant to this Contract, which shall define the scope of work, schedule, and compensation for each individual project ("Task Authorization"); and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

SECTION 1. RECITALS

1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TASK AUTHORIZATIONS; SCOPE OF SERVICES

2.1 The CITY, the CRA, and/or the NORTHEAST CRA shall, from time to time at its sole discretion, authorize the FIRM in writing to provide professional services for **Class "B" and/or Class "C"** properties, as defined in the RFP, by means of a Task Authorization under the terms of this Contract. The services shall be for the types of projects or similar disciplines set forth in the RFP, and as more particularly described in the Task Authorization for the Class "B" and/or Class "C" properties. The FIRM shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession.

2.2 The CITY and the FIRM shall utilize the CITY's standard Task Authorization form for any and all professional services for Class "B" and/or "Class "C" properties, which will set forth, among other things, the following:

2.2.1 Scope of Services

2.2.2 Deliverables (e.g. specifications, cost estimates, etc.)

2.2.3 Time and schedule of performance

2.2.4 Method and amount of compensation

2.2.5 Project personnel, including the FIRM's Key Employees and any subconsultants assigned to the Task Authorization

2.2.6 Any additional federal, state, or local requirements.

2.3 The FIRM shall commence the performance of professional services within three (3) business days of the execution of the applicable Task Authorization, unless otherwise specified in the Task Authorization. Any services rendered by the FIRM prior to the execution of a Task Authorization shall be at the FIRM's sole risk. Time is of the essence with respect to this Contract and any Task Authorization issued thereof.

2.4 The FIRM shall submit to the CITY all final deliverables within the Contract Time as noted in the Task Authorization and associated FIRM Proposal.

2.5 The CITY reserves the right, in its sole discretion, to suspend the methods of equitable distribution of projects, if any, for any FIRM that has not performed to the CITY's expectations. If the CITY, in its sole discretion, is dissatisfied with current or past work of the FIRM'S, the CITY may select another qualified firm.

2.6 Each Task Authorization shall be deemed to incorporate the terms and conditions of this Contract by reference. If any of the terms or conditions of this Contract conflict with the Task Authorization, the provisions of the Task Authorization shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 *Term*. This Contract shall have an initial term of two (2) years commencing on January 7, 2025, and ending on January 6, 2027. Thereafter, this Contract, by mutual agreement and funding availability, may be automatically renewed for three (3) consecutive one-year (1) periods unless a party provides written notice of non-renewal to the other party at least 120 days prior to the renewal date (Agreement anniversary date). A Task Authorization shall specify the agreed-upon timeframe within which the FIRM shall provide the specified services. Any Task Authorization executed prior to the natural expiration of this Contract that extends beyond the expiration date shall remain subject to the terms and conditions herein as if this Contract were still in effect.

3.2 *Termination For Convenience*. The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days' written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY's satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM's reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.

3.3 *Fund Availability*. If funds are not appropriated for the continuance of a term contract to completion, cancellation will be accepted by the FIRM upon thirty (30) days' written notice from the CITY. Upon receipt of such notice, the FIRM shall immediately cease work on all Task Authorizations issued under this Contract.

3.4 *Termination For Cause*.

3.4.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the CITY. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

3.4.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit, the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.

3.4.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false invoice or substantially fails to perform any

obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

3.5 *Assignment Upon Termination*. In the event of termination of this Contract or associated Task Authorization by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subconsultant of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subconsultants, if any, to agree in writing to be bound by the provisions of this subsection.

3.6 *Suspension of Performance*. The CITY reserves the right to suspend the FIRM's services under any Task Authorization. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.

SECTION 4. ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

4.1 *Change Order Defined*. A "Change Order" shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to a duly executed Task Authorization's scope of services, price, time, or any combination thereof. A Task Authorization shall only be modified by an executed Change Order or the issuance of a new Task Authorization.

4.2 *Effect of Executed Change Order*. A duly executed Change Order shall constitute conclusive evidence of the parties' mutual agreement to the specified changes to the Task Authorization. By executing the Change Order, the FIRM waives and forever

releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. CITY'S RESPONSIBILITIES

5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Task Authorization, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.

5.2 The CITY shall furnish to the FIRM, at the FIRM's written request, all available maps, plans, existing studies, reports, and other data in the CITY's possession that are pertinent to the services to be provided by the FIRM.

5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Task Authorization.

SECTION 6. FIRM'S RESPONSIBILITIES

6.1 Any and all drawings, studies, plans, specifications, or other contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for the required services and shall comply with all applicable City of Mount Dora Codes, and local, state, and federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFP and are expressly incorporated into the terms and conditions of this Contract.

6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Task Authorization.

6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.

6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services for each Task Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor, or mapper, as applicable, under similar circumstances. If at any time during the term of any Task Authorization for which the FIRM has provided professional services under a prior Task

Authorization, it is determined that the FIRM's documents are incorrect, defective, or fail to conform to the scope of services of the particular Task Authorization, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming work, including but not limited to any additional testing and inspections, to the CITY for any other services and expenses made necessary thereby, except any costs and expenses which the CITY would have otherwise paid absent the FIRM's error or omission. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Task Authorization, in equity or otherwise.

6.5 The FIRM shall comply with all laws, ordinances, and governmental rules, regulations, and order, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract or any Task Authorization, or any procedures of the FIRM for such work.

6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Task Authorization.

SECTION 7. KEY EMPLOYEES

7.1 The FIRM agrees that, when services provided relate to a professional service which, under *Florida Statutes*, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.

7.2 Each Task Authorization shall identify Key Employees assigned for the specific project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONSULTANTS

8.1 In the event the FIRM requires the services of any subconsultants or other professional associates in connection with services covered by any Task Authorization, the FIRM must secure the prior written approval of the City Manager or the authorized representative of the CRA or the NORTHEAST CRA, as applicable. No reimbursement shall be made to the FIRM for any subconsultants that have not been previously approved by the CITY for use by the FIRM. The use of a subconsultant may not exceed 20% of the annual contract amount.

8.2 The FIRM shall coordinate the services and work product of any subconsultants and remain fully responsible under the terms of this Contract and any Task Authorizations. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by any subconsultants.

8.3 Any subconsultant shall be bound by the terms and conditions of this Contract and any Task Authorizations. The FIRM shall require all subconsultants, as a condition of employment, to execute an agreement for professional subconsultant services that i) incorporates the elements of this Contract and any Task Authorizations; ii) affords to the FIRM rights against the subconsultant which correspond to those rights afforded to the CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subconsultant to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract and any Task Authorizations, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract and any Task Authorization.

8.4 Each approved subconsultant performing work hereunder shall complete the Human Trafficking Affidavit and provide same to the CITY, the form of can be obtained from the CITY.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 The FIRM is an independent contractor under this Contract and any Task Authorization. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Task Authorizations shall be those of the FIRM.

SECTION 10. COMPENSATION

10.1 *Fee Schedule*. The estimated total fee for all services contemplated under this Contract shall not exceed the per year rate as set forth in the Fee Schedule, attached hereto as **Exhibit "C"**, for each of the years shown beginning January 7, 2025.

10.2 *Invoices*. The CITY shall pay the FIRM for actual work performed in the previous month, as detailed in each of the FIRM's monthly invoices and in accordance with the Fee Schedule as provided in each Task Authorization. Each invoice submitted under this Contract must include the billing period, the name of the individual generating the charge, a detailed description of the actual work performed, including the locations of the Class "B" and/or Class "C" properties which were serviced and the service dates, the project or fund to be charged (as provided by City staff), the appropriate Task Authorization number, and any other information required by the CITY. Invoices that do not include all required information may be returned for correction and resubmission. Invoices for each phase shall not exceed amounts allocated to each phase of a project. Charges for reimbursable expenses and subconsultant services shall be without surcharge.

10.3 *Work Not Performed.* Work NOT performed or NOT performed according to the schedule identified in this RFP, or deficient work NOT corrected within thirty (30) days of CITY'S written notification of deficiency, will result in another Contractor or the CITY to perform the missed or deficient work. Costs of performing such work will result in those costs, based on submitted pricing under this RFP, being deducted from the current invoice pending payment to the FIRM under this RFP. The CITY will make sole determination of missed and deficient work and of satisfaction of correction of such work.

10.4 *Added or Removed Properties.* For the duration of the Contract the CITY reserves the right to add or remove properties as needed. In the event a new property is added the CITY will request a written quote from the FIRM. The per cut quote will be based upon the location and designated service class for the new property. In the event of the removal of a property a contract reduction will be based on the annual cost as applicable and as submitted in this RFP. If a property is removed at any point during a service year the total reduction will be prorated based on the price submitted times the number of cuts remaining in the applicable year or years for that property.

10.5 *Billing Address*. All invoices shall be submitted to the appropriate agency: City of Mount Dora, Mount Dora Community Redevelopment Agency, or the Northeast Community Redevelopment Agency; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.

10.6 *Payment*. The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).

10.7 *Disputed Invoices*. The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.

10.8 *Final Payment*. The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or any Task Authorization, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. The CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this

Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

SECTION 11. NOTICES

11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:
City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:
Yardnique, Inc.
Attn: Matthew Hannan
574 Fairvilla Road,
Orlando, FL 32808

CRA:
Mount Dora CRA
Attn: CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

CRA:
Northeast CRA
Attn: Northeast CRA Chairman
510 N. Baker St.
Mount Dora, FL 32757

Copy to Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center PKWY, STE 100
Maitland, FL 32751

11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified in Task Authorization. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. RECORDS/AUDITS

12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subconsultants to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Task Authorization issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years following termination of any Task Authorization; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract,

any Task Authorizations, or any project which was the subject of a Task Authorization pursuant to this Contract.

12.2 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

12.3 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 13. PUBLIC RECORDS

13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:

13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

13.1.3 Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract term, and following completion of this Contract until the records are transferred to the CITY.

13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

13.1.6 **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

JEANANN HAND
510 N. BAKER STREET
MOUNT DORA, FLORIDA 32757

CLERK@MOUNTDORA.GOV
(352) 735-7126

13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.

13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Task Authorization by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

14.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subconsultants pursuant to this Contract and any Task Authorization (hereinafter "Work Product") shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product shall be provided to the CITY in both hard copy and electronic formats. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Task Authorization, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY's prior written authorization.

14.2 All final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered Professional, as appropriate, in the State of Florida and date approved and/or sealed.

14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant to any Task Authorization shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.

14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY, the CRA, and/or the NORTHEAST CRA, and their officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees or any other person utilized by the FIRM in the performance of this Contract.

15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, the CRA, and/or the NORTHEAST CRA, as set forth in § 768.28, *Florida Statutes*. The CITY, the CRA, and/or the NORTHEAST CRA'S liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

16.1 The FIRM and its subconsultants of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Task Authorization insurance coverages with limits not less than those set forth in the RFP, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subconsultants maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subconsultants under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.

16.2 Prior to commencing work, and as a condition precedent to the commencement of work by the FIRM and any subconsultants, the FIRM and subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior

to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

16.3 The CITY, the CRA, and the NORTHEAST CRA shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. The CITY shall be named as the Certificate Holder and shall read as required by the CITY. The CITY reserves the right to change the insurance requirements depending upon the scope of work in a Task Authorization. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to commencing any work under any Task Authorization. Only the entity issuing the Task Authorization – the CITY, the CRA, or the NORTHEAST CRA – must be listed as an additional insured.

SECTION 17. BONDING REQUIREMENTS

17.1 *Bid Bond*. A Bid Bond shall be retained by the CITY as liquidated damages if the FIRM fails to execute and deliver to the CITY the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the CITY upon said bond. The FIRM's Bid Bond shall be held until the contract has been executed by the FIRM and same has been delivered to the CITY together with the required bonds and insurance, after which the FIRM'S Bid Bonds shall be released to the FIRM.

17.2 *Performance and Payment Bonds*. For projects estimated to be in excess of $200,000, bonds shall be submitted annually beginning with the FIRM'S executed contract date and written for 100% of the annual Contract/Purchase Order award amount, with the cost borne by the FIRM. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the CITY; provided, however, the surety shall berated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than $500,000, the requirements of Section 287.0935, *Florida Statutes*, shall govern the rating and classification of the surety.

17.3 Each annual performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance for the individual fiscal year as applicable. If the surety for any bond furnished by the FIRM is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the FIRM shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the CITY'S approval.

SECTION 18. NO CONTINGENT FEE; CONFLICT OF INTEREST

18.1 The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract or any Task Authorization without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

18.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 19. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

19.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The FIRM shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of enrollment in E-Verify. By entering into this Contract, the FIRM represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract.

19.2 The FIRM further agrees to obtain from any subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended.

SECTION 20. TRUTH-IN-NEGOTIATION

20.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract, or any Task Authorization, are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any project or Task Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Task Authorization.

SECTION 21. NON-COLLUSION

21.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the Commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 22. DRUG-FREE WORKPLACE

22.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 23. SCRUTINIZED COMPANIES

23.1 § 215.473, *Florida Statutes*, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

23.2 The FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. In addition, the FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The CITY may immediately terminate this Contract if the FIRM or its subconsultants are found to have submitted a false certification; or if any of the following occur with respect to the FIRM, its subconsultants, or a related entity: i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SECTION 24. PUBLIC ENTITY CRIME

24.1 Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the

date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this section shall be subject to immediate termination for cause upon notice by the CITY to the FIRM. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the City.

SECTION 25. HUMAN TRAFFICKING AFFIDAVIT

25.1 The FIRM hereby represents, warrants, and certifies that FIRM does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

SECTION 26. NON-DISCRIMINATION; FEDERAL WAGES

26.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract and any Task Authorizations for cause.

26.2 If any project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with the same.

SECTION 27. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL

27.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or a Task Authorization, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL**.

SECTION 28. GOVERNING LAW; SEVERABILITY

28.1 Notwithstanding any conflict of laws, this Contract and any Task Authorization issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 29. ASSIGNMENT

29.1 This Contract and any Task Authorizations shall not be assigned, transferred, conveyed, sublet or otherwise dispose of this contract, or of any or all of the FIRMS's rights, or interest therein, or his or its power to execute such contract to any person, company, or corporation without the prior written consent of the CITY.

SECTION 30. AMENDMENTS

30.1 No modification, amendment, or alteration to the terms or conditions of this Contract, or any Task Authorization, shall be effective unless contained in a written document executed by the parties.

SECTION 31. FORCE MAJEURE

31.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the reasonable control of the parties (each a "Force Majeure Event").

31.2 The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 32. EXHIBITS; CONFLICTS

32.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference.

32.2 In the event of any conflict between the terms and conditions of this Contract, any Task Authorization issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: i) the terms and conditions of the applicable Task Authorization shall prevail first; and ii) the terms and conditions of this Contract shall prevail second. Any conflicting terms and conditions in Exhibits or other documents shall be subordinate to the terms of the Task Authorization and this Contract, unless mutually agreed to in writing by the applicable parties.

SECTION 33. PROMOTION

33.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the names of the CITY, the CRA, or the NORTHEAST CRA for any promotional, marketing, or publicity purposes without the express written permission of the CITY, the CRA, and/or the NORTHEAST CRA, as applicable. This shall not preclude naming the CITY, CRA, and/or NORTHEAST CRA as a professional reference.

SECTION 34. SURVIVAL

34.1 Any terms or conditions of this Contract, or any Task Authorization issued thereto, that require acts beyond the date of the term of either agreement shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 35. ENTIRE AGREEMENT

35.1 This Contract, including the Exhibits hereto, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract for Professional Services, effective this __ day of _____, 2025.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY

_____
James Homich, Chairperson

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

_____
James Homich, Chairperson

ATTEST:

_____
Jeanann Hand, City Clerk

Approved as to form and legal sufficiency:

_____
Patrick Brackins, City Attorney

YARDNIQUE, INC.

_____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ___ day of _____, 2025.

(stamp)

_____

NOTARY PUBLIC

EXHIBIT A

City of Mount Dora RFP #24-PR-020

Request for Proposals

NUMBER
RFP #24-PR-020

CITY OF MOUNT DORA

PROFESSIONAL GROUNDS MAINTENANCE SERVICES

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only for a sealed Request for Proposals, RFP# 24-PR-020 to provide Professional Grounds Maintenance Services. Responses will be received until 2:00 p.m. on October 30, 2024.

RFP# 24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

A mandatory pre-proposal conference is applicable for this solicitation.

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora's website at www.cityofmountdora.com, on www.demandstar.com and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Request for Proposal (hereinafter, "**RFP**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Professional Grounds Maintenance Services, in accordance with the specifications stated and/or attached herein/hereto. The City desires to contract with one successful proposer to provide the requested services for the City, CRA and Northeast CRA as applicable. The successful proposer will hereinafter be referred to interchangeably as the "Proposer, Firm, Vendor or Consultant".

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Mount Dora, City Council (herein after, the "Council"), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,843. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Annual Comprehensive Financial Report (ACFR) for fiscal year 2022-2023 and in the City's Annual Budget for fiscal year 2023-2024. Copies of these documents may be viewed on www.cityofmountdora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Proposals will be reviewed to determine if the Proposals is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Proposals is one which has been signed and submitted by the specified Proposals deadline, and has provided the information required to be submitted with the Proposals. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Proposals. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☐ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☒ mandatory pre-proposal conference will be held on October 2, 2024, commencing promptly at 11:00 am, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-proposal conference is denoted as "mandatory," prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	September 24, 2024
MANDATORY Pre-Proposal Meeting	October 2, 2024 11:00 am-12:00 pm
Last Date for Receipt of Written Questions	October 9, 2024 – 4:00 pm
Addendum Issued (If Applicable)	October 16, 2024
Proposal Due/ Opening Date (via ZOOM)	October 30, 2024 @ 2:00 pm
Evaluation Committee to Shortlist	November 7, 2024 @ 1:00 pm
Evaluation Committee - Interviews (if requested)	November 15, 2024 @ 1:00 pm – 4:00 pm
Evaluation Committee to Recommend	November 15, 2024 @ 4:15 pm
Issue Notice of Recommendation	November 15, 2024
City Council Meeting Date (anticipated)	December 3, 2024

2) GENERAL DESCRIPTION / SCOPE OF SERVICES

The City is seeking proposals from experienced, well qualified and properly licensed contractor(s) for the provision of Professional Grounds Maintenance Services in accordance with the Scope of Services described herein.

SCOPE OF SERVICES

It is the intent of the City of Mount Dora to obtain proposals from grounds maintenance contractors to provide annual PROFESSIONAL GROUNDS MAINTENANCE SERVICES to the City of Mount Dora, the Community Redevelopment Agency (CRA) and the Northeast Community Redevelopment Agency (Northeast CRA). The firm awarded this RFP must meet or exceed all terms, conditions and specifications of the City of Mount Dora. The successful proposer will hereinafter be referred to as the "CONTRACTOR".

The Contractor shall provide a full range of Professional Grounds Maintenance and Landscaping Services to the public parks and other City of Mount Dora owned/leased property within the City limits as described within this document.

The work consists of furnishing all labor, materials, equipment, tools, services, and supervision necessary to properly maintain the contractually covered landscaped areas. Scheduled services for some, not all, areas include: mowing, trimming edging, turf fertilization, pest control, pruning of shrubs, ground covers, shrubs/groundcover pest control, fertilization, weed control, mulching and tree fertilization at the frequencies stipulated within the solicitation.

See attached Exhibit "A" for the detailed Scope of Work/Technical Specifications.to include information that will identify, quantify, describe, and define the units of work and, as such, may add or modify the amount and manner of the work to be performed.

Not all areas will be up to scope at the start of the Contract. It is the City's intent to allow a three (3) month grace period for the successful Contractor(s).

COMPENSATION

1. The City of Mount Dora agrees to pay the Vendor for the performance of the services listed herein in an amount not to exceed the per year rate as shown in the "Proposal Pricing Form" included herein, for each of the years shown beginning October 1, 2024. The Vendor will bill the City monthly, within each year, based on actual work performed in the previous month. Each submitted invoice MUST include a report of locations serviced and the service dates. Each report MUST be signed by the assigned City representative(s) responsible to oversee this contract.

2. Work NOT performed or NOT performed according to the schedule identified in this RFP, or deficient work NOT corrected within 30 days of City's written notification of deficiency, will result in another Contractor or City staff to perform the missed or deficient work. Costs of performing such work will result in those costs, based on submitted pricing under this RFP, being deducted from the current invoice pending payment to the successful Contractor under this RFP. The City will make sole determination of missed and deficient work and of satisfaction of correction of such work.

3. Invoices and reports received from the successful Contractor(s), pursuant to an Agreement, will be reviewed and approved by the City, indicating services have been rendered in conformity with the Agreement. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

4. For the duration of the Contract the City reserves the right to add or remove properties as needed. In the event a new property is added the City will request a written quote from the awarded Contractor. The per cut quote will be based upon the location and designated service class for the new property. In the event of the removal of a property a contract reduction will be based on the annual cost as applicable and as submitted in this RFP. If a property is removed at any point during a service year the total reduction will be prorated based on the price submitted times the number of cuts remaining in the applicable year or years for that property.

2) SUBCONTRACTORS

The successful bidder shall not employ subcontractors without the advance written permission of the City. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

4) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

5) TERMS AND CONDITIONS OF CONTRACT

An Agreement resulting from this RFP shall be subject to the terms and conditions set forth in a City Agreement and any terms and conditions included in this RFP. The City reserves the right to include in any Agreement document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Initial Agreement Term: The initial Agreement term will be for a period of two (2) years beginning October 1, 2024 and ending on September 30, 2026. Each year thereafter will begin on October 1 and end on September 30.

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the Agreement may be automatically renewed for an additional three (3) one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

6) GENERAL TERMS AND CONDITIONS

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt. If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Proposals, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts – Fund Availability

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposals.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Proposal

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-CONTRACTOR to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-CONTRACTOR to any other firm or firms submitting under the same **RFP** nor act as part of a

partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Mount Dora's Purchasing Policy.

M) 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 bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the Contactor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

7) INSTRUCTIONS FOR BID

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification of Proposals.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer

discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) <u>Acknowledgment of Bonding Requirements</u>

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable at this time.

☒ Bid Bond: Shall be submitted with bid response in the form of AIA Form 310, cashiers' check, irrevocable letter of credit. The bid bond will be in a sum equal to 5% of the total bid amount. A cashier's check, if used, shall be made payable to the City of Mount Dora on a licensed bank or trust company authorized to do business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects estimated to be in excess of $200,000, bonds shall be <u>submitted annually</u> beginning with the executed contract date by Proposers receiving award, <u>and written for 100% of the annual Contract/Purchase Order award amount</u>, with the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general

policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

Each annual performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance for the individual fiscal year as applicable.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m., local time**, on or before **October 30, 2024** via electronic submission at www.demandstar.com **only.**

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. An **Evaluation Committee (EC)** of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.

2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFP**.

3. All EC members shall review the issued Request for Proposals (**RFP**).

4. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria state herein.

7. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

8. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The EC may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposal does not guarantee issuance of any other governmental approval.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposal or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any minor irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification

by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Proposals(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the date of submission to accommodate evaluation and selection process.

K) Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract. To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained and submitted with the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs/tab sheets. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

Tab 1 – Executive Summary/General
Present in concise terms, a description of your firm and its capabilities.

At a minimum the following information will be included:

1. Business Structure

2. Number of Years Company is in Business
3. Proof of Insurance
4. Total Number of Staff: __ Clerical __ Field
5. Current Workload (include all existing clients under contract and hours per week required to perform the contracted work)

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm that may have been filed in the last five (5) years.

Tab 2 –Proposer Qualifications

Express the qualifications and specific capability of all principal staff that will be assigned to the City of Mount Dora project. Include names, locations, qualifications, and experience of each individual including their responsibilities. Also include designation of any primary and secondary responsibility.

Provide a brief resume including, but limited to:

1. Name and title
2. Job assignment for other projects
3. Job assignment for this project
4. Percentage of time to be assigned to this project
5. How many years with this firm
6. How many years with other firms
7. Experience: (1) Types of project, (2) Size of projects (total annual dollar value), (3) What was the project involvement?
8. Education
9. Other experience and qualifications that are all relevant to this project.

"Dollar value" refers to the monetary value of a project. For Section 6K, Tab 2, Item 7 (2) please provide information about the individual's experience. For the second bullet, please include, when applicable, the dollar amount of the accomplishment.

Tab 3 – Scope Response-Scope of Services

Describe your understanding of the scope of services and the City's needs and any specialized skills available from your company. Clearly describe the methodology which will be used to perform, including a work plan for the desired services. Include information as to the level of staff to be assigned, a list of products/chemicals used including Material Safety Data Sheets (MSDS) for each and a list of equipment available for this project.

Tab 4 – References

Provide a listing of all commercial clients (excluding the City of Mount Dora), but government agency references are preferred, over the past five years for work performed of similar size and scope. List should begin with current contracted customers. The services provided to the reference clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Reference Form included in this document. A uniform sample of references will be checked for each Proposer.

Tab 5 – Exceptions/Additional Information

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Certificate of Insurance (proof of current coverage).
- List of any exceptions to the Scope of Services.

Respondent shall submit all information and in the above order. Failure to do so may impact the proposal's score or result in disqualification from further consideration.

L) Proposals Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposal evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposal and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of services.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such

clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum score of five hundred (500) possible. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Executive Summary/General Info (Tab I)	**30**	**5**	**150**
Proposer Qualifications (Tab II)	**25**	**5**	**125**
Scope Response (Tab III)	**25**	**5**	**125**
References (Tab IV)	**15**	**5**	**75**
Exceptions; Additional Info (Tab V)	**5**	**5**	**25**
Totals	**100**	**-**	**500**

Calculation of points for cost (Proposal Pricing Form- "Annual Total" will be completed, by the City's Purchasing Coordinator as follows and added to the Evaluation Committee members' total scoring for each proposer. The calculation of points for cost is described in the following

EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points).

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	85	85.0
Company #2	$108,000.00	$100,000.00	92.6%	85	78.7
Company #3	$120,000.00	$100,000.00	83.3%	85	70.8

Note: Evaluation Committee scoring plus Purchasing Coordinator's calculation of points for cost will be totaled together to determine a final total score for each proposer and to determine shortlist ranking.

Formal Oral Presentation/Interview Scoring (if requested):
If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the "Weighted Evaluation Criteria for Final Ranking", and followed by a 30 minute random question and answer period. The Contractor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted contractors may have no more than three (3) people

participating in this meeting. The City does require the Contractor representatives to be assigned, such as crew supervisor and direct manager for the City contract, attend the Presentation/Interviews.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Contractors have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Contractor. Each Evaluation Committee members score will then be converted to a ranking number for each contractor with #1 being the highest ranked, #2 the second, and so on. A final ranking of the shortlisted contractors will be announced based on final ranking. If Presentation/Interviews are not held this shortlisting of contractors will determine the final ranking of contractors.

If Presentation/Interviews are requested by the Evaluation Committee, the Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposals received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the Proposer is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Proposer who has or had a contract with the City and performance is or was not satisfactory, the other tie-Proposer is awarded.

- Time of proposal delivery may be used as a final tie-breaker if the above does not result in breaking a tie.

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7) **REQUIRED FORMS -** (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.) All forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Required Forms:

1. Proposers Checklist Form
2. Proposers Qualification Form
3. F.S.S. Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Vendor Certification Regarding Scrutinized Companies' List Form
6. Human Trafficking Affidavit Form
7. Conflict of Interest Affidavit Form
8. Declaration Statement Form
9. Insurance Requirements Form
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Bidder Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. Reference Form
15. Public Entity Crimes Statement Form
16. Company Information Form
17. Sub-Contractor Listing Form
18. Completed W9
19. Proposal Pricing Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

<u>I M P O R T A N T</u>: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All required and applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Proposal Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Proposals must be submitted via www.demandstar.com no later than the specified <u>due date and time</u>. (Otherwise Proposals cannot be considered.)

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

_____

_____

_____

OTHER INFORMATION ABOUT PROJECTS:

_____

_____

_____

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

_____

_____

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **Professional Grounds Maintenance Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Contract Amounts for work done on all past related projects.

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required) _____

_____

Other References: (Use additional sheets if necessary)
_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, _____(person)_____, as the _____(title)_____ of _____(entity)_____, do hereby certify that _____(entity)_____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

_____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) *(Insert Company Name)*

3. The Company was formed in _____and is a _____.
(Country and State) *(List the Type of Entity (ex.: LLC, Inc., etc.)*

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or

b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

_____

Address: _____

_____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

_____	_____
Authorized Signature	Company
_____	_____
Printed Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 24-PR-020 - "PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES.**"

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES."**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

I am the _____of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PR-020.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PR-020, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #24-PR-020, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #24-PR-020 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

_____

(stamp) NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

_____(Proposer) guarantees its Response to RFP #24-PR-020 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this_____day of_____,_____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (____)_____Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____Date: _____

Remainder of Page Intentionally Left Blank

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP #24-PR-020**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address:_____

   Point of Contact: _____

   Phone #:_____Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____[TITLE] of _____[BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp) _____
NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

RFQ #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

Sub-Contractor: Phone Number/E-Mail:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

PROPOSAL PRICING SHEET
RFP #24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES

Therefore, the undersigned, hereinafter called "Proposer," hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, the grounds, propose to furnish all labor, equipment, and services without exception, for the "Professional Grounds Maintenance Services". **Grand Total amount will be used for calculation of Cost Score.**

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
CITY HALL	38					
COMMUNITY BUILDING	38					
PLANNING BUILDING	38					
DONNELLY PARK	38					
GILBERT PARK	38					
GRANTHAM POINTE	38					
LIBRARY	38					
PUBLIC SAFETY BUILDING	38					
PALM ISLAND PARK /SIMPSON COVE	38					
SERENITY PARK	38					
SIMPSON HOUSE	38					
CLASS "A" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "A" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					**$**	

Proposal Pricing Sheet (Continued Below)

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
BLAIR PARK	38					
CHAUTAUQUA PARK	38					
ELECTRIC STAFF BUILDING (all green areas excluding retention pond area)	38					
NEW FIRE STATION 35	38					
CHARLES STREET RIGHT OF WAY	38					
PARKWAY AVE LOT (LAKE FRANKLIN)	38					
MLK CENTER	38					
PINECREST PARK	38					
ROBIE AVE COMPLEX	38					
STEIN PARK	38					
SYLVAN PARK	38					
FORRES PLAYGROUND	38					
SUMMERVIEW PARK	38					
CLASS "B" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "B" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					**$**	

Proposal Pricing Sheet (Continued Below)

CLASS "C" PROPERTIES
(Public Works/Utilities Properties)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
DORA PINES (storage lot only)	38					
WATER TREATMENT PLANT #1	38			NA	NA	NA
WATER TREATMENT PLANT #2	38			NA	NA	NA
WATER TOWER	38					
ELECTRIC STAFF BUILDING/OLD FS 35 (retention pond area only)	38					
SPRAYFIELD – 40 ACRES (Bush Hog Mowing)	38					
WASTEWATER TREATMENT PLANT #1	38			NA	NA	NA
WASTEWATER TREATMENT PLANT #2	38			NA	NA	NA
LIFT STATION #1	38					
LIFT STATION #2	38					
LIFT STATION #4	38					
LIFT STATION #7	38					
LIFT STATION #9	38					
LIFT STATION #11	38					
LIFT STATION #22	38					
LIFT STATION #53 & Dry Pond	38					
RECLAIMED PUMP STATION	38					
CLASS "C" PROPERTIES- ANNUAL TOTALS		**$**	**$**	**$**	**$**	**$**
CLASS "C" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)				**$**		

Proposal Pricing Sheet (Continued Below)

GRAND TOTAL - (Class A, B & C Subtotals Combined)	$
Grand Total (written): _____	

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH STATED COSTS.

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 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown above for work actually performed.

Firm: _____

Name: _____

Address: _____

Telephone Number: _____

Contact Email Address:
_____

Company Authorized Representative Name:
_____

Signature/Date: _____

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

EXHIBIT “A”

TECHNICAL SPECIFICATIONS/SCOPE OF WORK FOR PROPERTY CLASS LOCATIONS

The Contractor shall provide a full range of Professional Grounds Maintenance and Landscaping Services to the public parks and other City of Mount Dora owned/leased property within the City limits as described within this document.

The work consists of furnishing all labor, materials, equipment, tools, services, and supervision necessary to properly maintain the contractually covered landscaped areas. Scheduled services for some, not all, areas include: mowing, trimming edging, turf fertilization, pest control, pruning of shrubs, ground covers, shrubs/groundcover pest control, fertilization, weed control, crack weed removal, mulching and tree fertilization at the frequencies stipulated within the solicitation. Where applicable, all parking lots will be blown free of debris, at each visit, during the growth and non-growth seasons. The City does not anticipate maintaining parking lot areas during the bi-weekly (non-growth) season.

City staff will typically collect and remove minor storm and wind debris. City staff will collect and remove larger limbs that fall once Contractor has completed the current cut cycle for the impacted site. Hurricane/Tropical Storm debris will be collected and removed by City staff or by the City's contracted emergency debris contractor.

The attached Technical Specifications include items that identify, quantify, describe, and define the units of work and, as such, may add or modify the amount and manner of the Scope of Work.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "A" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "A" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B."

1. LAWN MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings, and debris will be removed off the site during each time of service at the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of twelve inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and there will be a charge to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. Herbicides may be used to reduce undesired weeds.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. Pruning of shrubs, hedges and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All Palms are to be trimmed twice a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; using the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may control chemically, or remove by hand, all weeds and grass growing in shrubs, ground cover, cracks and plant beds each service visit and keep them covered with a least three (3) inches of mulch.

4. MULCHING

The Contractor will remove old mulch and replace with three (3) inches of new mulch quarterly, in the month of April. The Contractor shall maintain at least three (3) inches of mulch at all times for each shrub, ground cover and plant bed. Mulch is to be melaleuca, eucalyptus or mulch approved by City representative. Mulch rings shall be reshaped within 24 hours when dislodged by mowing equipment.

5. FERTILIZING

The Contractor will furnish all fertilizer and notify the City prior to fertilizing.

Fertilizing of turf shall be performed by the broadcasting method three times per year. A 20-0-10 fertilizer with minor elements will be used February, May, and October. The Contractor shall supply all labor and equipment necessary to apply the material correctly at his expense. If the Contractor does not apply fertilizer

in an even and uniform manner, the area(s) shall be re- fertilized at no additional cost to the City. The Contractor is fully responsible for proper application. Plant materials that are damaged, due to over fertilization or burning, resulting from the Contractor negligence shall be replaced at the Contractor's expense. The City may conduct inspections on the Contractor's equipment and application method to ensure material is being distributed and applied at the proper rates. The rate of application shall be one (1) pound of nitrogen per one-thousand (1000) square feet.

Fertilizing of shrubs and trees shall be two (2) times per year. A slow release 19-3-7 fertilizer with minor elements and iron will be used March and September. All shrubs and ground covers shall be fertilized by hand or mechanical broadcasting over the beds using three (3) pounds per one hundred (100) square feet.

Fertilizing of palms shall be three (3) times per year. A 8-0-12 fertilizer with minor elements will be used April, June, and September. Fertilizer shall be broadcast under the foliage canopy at the rate of one (1) lb. per inch of truck diameter. All palms and trees shall be fertilized by broadcasting beneath the leaf canopy and extending five (5) feet beyond the drip line, at the rate of one and one half (1 ½) lbs. per caliper inch.

The City reserves the right to change the fertilizer schedule as needed to meet special turf needs or other conditions.

All applications shall be made during the first two weeks of the application month. The Parks Operations Superintendent or designee shall be notified prior to turf fertilization so the irrigation system can be set to water after application of fertilizer. The City will conduct spot inspections on the Contractor's equipment and application method to ensure material is being properly applied. Following this watering, the sprinkler controls shall be returned to automatic mode. Fertilizers shall be removed from curbs to avoid staining. Fertilizers shall not be pushed, swept or washed into the street or storm drains.

FERTILIZING SCHEDULE

Landscape Material	Type of Fertilizer	Application
Turf	20-0-10	February, May, October
Trees and Shrubs	19-3-7	March, September
Palms	8-0-12	April, June, September

6. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Contractor with invoices turned in to the City for reimbursement.

7. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

8. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date of service along with their properly executed invoice for the work completed.

The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City of Mount Dora holiday, the Contractor must have the receipt signed by the end of the next working day.

9. IRRIGATION SYSTEM CHECKS ON PROPERTIES MOWED

Irrigation checks shall be performed twice a month in the months of April through October and once a month in the months of November through March. Details of the inspection shall be recorded on a log sheet (to be submitted with the monthly billing) and consist of the following:

- Turning on each zone and inspecting each head for the proper coverage, including straightening or adjusting the flow of water and adjusting or unclogging any heads.
- Repairing broken heads and lateral lines, as necessary.
- Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
- Visually inspect turf, planters, and trees in irrigated areas for signs of drought stress and making adjustments and/or repairs to remedy the issue.

NOTE: Contractor is not to perform repairs based on inspection results but MUST notify the designated City representative of damages found during inspection.

For damages occurring as a result of Contractor error, such as irrigation heads hit by Contractor staff while mowing, the Contractor will be responsible to make repairs and replace irrigation pipes/heads at no cost to the City. All such damages must be reported to the designated City representative within two (2) hours of damage occurrence and repairs completed within twelve (12) hours of damage occurrence. The Contractor shall immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by the Contractor must meet industry standards.

If City identifies damage that was not reported as the result of an inspection nor reported as Contractor damage the Contractor shall respond to non-operating or broken irrigation within twenty-four (24) hours of notification by the City. The Contractor shall immediately repair any and all damaged property within the areas specified in this agreement to meet original specifications with commercial quality irrigation parts. All work performed by the Contractor must meet industry standards. There will be no cost to the City for such repairs.

Mainline breaks before the zone valves shall be repaired by the Owner unless otherwise instructed. The Contractor is to immediately notify the Owner if a mainline leak is noticed. Should the Contractor need to shut down the mainline for any reason, the Owner must be contacted before action is taken in any circumstance.

An irrigation zone count for Class "A" properties that require irrigation is provided in "Exhibit B."

10. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer's instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

11. ANNUAL LEAF REMOVAL

The City expects the removal of leaves to occur by the last week of March. The pickup and removal of leaves will be done once per year. This item will apply only to the Class A areas. The cost for this item is to be included in the cycle cost for Class "A" Services on the property form.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "B" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "B" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B."

1. MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Special care should be taken not to damage any holding pond linings. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings and debris will be removed off the site during each time of service at the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be lawfully and properly disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment, or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and charge this work to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements, and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc. shall be removed during each service visit. Herbicides may be used to reduce undesired weeds. Also, an appropriate vegetative-free buffer shall be maintained around every tree, with a diameter determined by the City representative. Also, an appropriate vegetative-free buffer shall be maintained around features at water and wastewater facilities as determined by the City.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES, AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. The Contractor shall prune shrubs, hedges, and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All palms are to be trimmed once a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground. The trimming should not be as severe as the hurricane cut; use the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

The Contractor shall weed all planted areas biweekly during April through October and bimonthly in the months of November through March. For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may remove chemically or by hand all weeds and grass growing in shrubs, ground cover, cracks and plant beds during each service visit and keep them covered with at least three (3) inches of mulch.

4. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Contractor with

invoices turned in to the City for reimbursement.

5. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

6. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City holiday, the Contractor must have the receipt signed by City Staff by the next working day.

7. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer's instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
CLASS "C" PROPERTY SERVICES

It is highly recommended that Contractors visit each Class "C" location PRIOR to the MANDATORY pre-proposal meeting. The property location list and addresses are found below in Exhibit "B." Treatement Plant Facility locations REQUIRE contractor check in with plant operation staff. Said staff will accompany contractor while onsite but cannot respond to questions. Forward your questions in writing to the City Purchasing Coordinator.

1. MAINTENANCE SERVICE

A. MOWING

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Special care should be taken not to damage any holding pond linings. Should damage to any of the above listed occur, the Contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters, curbs, and surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor ***shall remove all*** trash and litter from the entire area prior to initiating any mowing of the turf area. Leaves, tree droppings and debris will be removed off the site during each time of service at

the Contractor's expense. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, gutters, curbs, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be lawfully and properly disposed of by the Contractor to an off-site location, procured by the Contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

B. GRASS HEIGHT

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (no less than 3 ½", no more than 4").

C. TRIMMING

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (12") maximum so as not to inflict trimmer damage of any kind to structure, equipment, or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the City will carry out the work and charge this work to the Contractor.

D. EDGING

Edging of all walks, curbs, edges of pavements, and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

E. PLANT GROWTH

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc. shall be removed during each service visit. Herbicides may be used to reduce undesired weeds. Also, an appropriate vegetative-free buffer shall be maintained around every tree, with a diameter determined by the City representative. Also, an appropriate vegetative-free buffer shall be maintained around features at water and wastewater facilities as determined by the City.

2. PRUNING/TRIMMING OF TREES, SHRUBS, PLANTS, HEDGES, AND GROUND COVERS

The Contractor shall remove dead limbs from trees that have fallen each maintenance visit. The Contractor shall prune shrubs, hedges, and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the City representative. All palms are to be trimmed once a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground. The trimming should not be as severe as the hurricane cut; use the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense. *Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.*

3. WEEDING

The Contractor shall weed all planted areas biweekly during April through October and bimonthly in the months of November through March. For the purpose of this specification, a weed will be considered as any undesirable or misplaced growth. The Contractor may remove chemically or by hand all weeds and grass growing in shrubs, ground cover, cracks, and plant beds during each service visit and keep them covered with at least three (3) inches of mulch.

4. REMOVAL OF PLANT MATERIAL

The Contractor shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites. The Contractor shall notify the City of all dead plant material removed.

5. MAINTENANCE SCHEDULE

Maintenance may be performed Monday through Saturday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the City representative.

6. MONTHLY REPORTS AND INVOICES

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The Contractor may be required to conduct on-site inspections with the City representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated City representative. The designated City representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized City holiday, the Contractor must have the receipt signed by City Staff by the next working day.

7. FIRE ANT CONTROL

The Contractor will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer’s instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

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EXHIBIT “B”

PROPERTY ADDRESSES/CLASS LIST
& IRRIGATION ZONES

LANDSCAPE MAINTENANCE AND MOWING SERVICES
PROPERTY ADDRESSES & CLASS LIST

CLASS A – Parks & Recreation Properties

Location	Address
City Hall	510 North Baker Street
Community Building	520 North Baker Street
Planning Building	308 East 5th Avenue
Donnelly Park	530 North Donnelly Street
Gilbert Park	310 South Tremain Street
Grantham Point	311 South Tremain Street
Library	1995 North Donnelly Street
Public Safety Building	1300 North Donnelly Street
Palm Island & Simpson Cove	411 South Tremain Street
Serenity Park	215 E 9th Ave /Corner of 9th and Tremain St
Simpson House	1999 North Donnelly Street

CLASS B – Parks & Recreation Properties

Location	Address
Blair Park	1325 Sylvan Drive
Chautauqua Park	1250 Lakeshore Drive
Old Fire Station/Electric Staff	4300 County Road 19A
New Fire Station 35	3200 County Road 19A
MLK Center	803 Florida Ave
Charles Street Right of way	Charles Street (Across from Marina)
Parkway Ave Lot (Lake Franklin)	1605 Parkway Ave
Pinecrest Park	1935 Hilltop Drive
Robie Complex	1501 Robie Ave (East Side of Building only - inside & outside of fence)
Stein Park	1300 Heim Road
Sylvan Park	1530 Morningside Drive
Forres Playground	1550 East 9th Ave
Summerview Park	1600 Niles Road

CLASS C – Public Works/Utilites Properties

Location	Address
Dora Pines Storage Lot	Stacy Drive (inside Dora Pines subdivision)
Water Treatment Plant 1	301 Limit Avenue (inside & outside fencing)
Water Tower	1207 N Tremain Street
Water Treatment Plant 2	1600 Niles Road (inside & outside fencing)
Old Fire Station/Electric Staff	4300 Hwy 19A (retention pond area only)
Sprayfield	6990 N Orange Blossom Trail/2123 Eustis St (abandoned road)
Wastewater Treatment Plant 1	1111 Overhiser Drive (inside & outside fencing)
Wastewater Treatment Plant 2	1099 James P Snell Drive (inside & outside fencing)
LS #1	339 McDonald Street
LS #2	190 S Tremain Street
LS #4	550 Johns Avenue
LS #7	1453 Liberty Avenue
LS #9	320 Lake Franklin Drive
LS #11	2600 Sunrise Boulevard
LS #22	745 Summit Court
LS #53 & Dry Pond	30820 Round Lake Road
Reclaimed Pump Station	30000 Round Lake Road

LANDSCAPE MAINTENANCE AND MOWING SERVICES
IRRIGATED PROPERTIES LIST (ZONES)

CLASS A ONLY– Parks & Recreation Properties

Location	Zones
Community Building	5
Simpson House	4
Palm Island/Simpson Cove/Boat Parking Lot	6
Serenity Park	6
City Hall Complex	11
Grantham Pointe	12
Gilbert Park	14
Public Safety Building	15
Donnelly Park	16
Library	26
Planning Building	3

EXHIBIT “C”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFP 24-PR-020- Opening
Time: Oct 30, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/84844705985?pwd=4wnwY8KTAZM56wH1UtbZl8InCasj2k.1

Meeting ID: 848 4470 5985
Passcode: 357194

One tap mobile
+13052241968,,84844705985#,,,,*357194# US
+13017158592,,84844705985#,,,,*357194# US (Washington DC)

Meeting ID: 848 4470 5985
Passcode: 357194

Find your local number: https://us06web.zoom.us/u/kclxcsOhgV

EXHIBIT “D”

EXCEL PRICING SHEET(S)

(See Separate Electronic File Uploaded With This RFP Document)

City prefers use of the Excel Pricing Sheet(s) for Submittal of Proposal Under this RFP.

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Sylvan park is missing from the excel sheet but is listed in the PDF scope of work doc.

A1. Sylvan Park has been added to the REVISED Excel Pricing Sheet as attached/uploaded.

Q2. The excel sheet ask for a " Per Cut" price but at the bottom of each section it asks for the "Annual Total", however the Sum Formula set up only totals the "Per cut " amount for 1 service and enters it in the " Annual" cell. Either the Sum Formula in the sheet needs to be corrected or it should be per month versus per cut?

A2. The formulas under the Class B Properties have been corrected in the REVISED Excel Pricing Sheet as attached/uploaded.

Q3. Can you please send out the pre-proposal meeting sign-in sheet?

A3. This was emailed on 10/4/2024 to everyone in attendance. If you were not in attendance you must submit a public records request. You can find the link in answer A5.

Q4. What is the procedure or course of action that will be taken should the upcoming hurricane cause damage or completely change the landscape of one of the service areas? Will the area be deducted from the contract? Considering the expectation of Hurricane Milton to likely affect this area, are there any plans to postpone the bid until after the site can be cleaned up after the storm? Current conditions are likely to drastically be affected in the coming day(s).

A4. No properties were permanently altered by Hurricane Milton. The solicitation dates will not be postponed.

Q5. Can you please send the current contract and the previous bid tab for this project?

A5. You can submit a public records request here via our website.

Q6. In section ‘A Licenses’, under ‘General Terms and Conditions’, what permits and licenses are required for contractor’s bids to be responsive and to fulfill this contract?
~~~~~~

A6. The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

Q7. In regard to 'Agreement Renewal Period' section, at renewal of the contract are contractors allowed to adjust the optional renewal prices put into the pricing sheet based on the Consumer Price Index? Is there a maximum allowable percentage increase per year?

A7. CPI increases will not be utilized, the pricing given at the time of submission on the required price sheets will not be adjusted.

Q8. Is it the intent to award all properties to a single contractor?

A8. The City anticipates award to one contractor but reserves the right to award to multiple contractors if in the best interest of the City.

Q9. How soon after the bid opening should bidders expect to hear news of the bid results and/or award?

A9. The City anticipates adhering to the anticipated schedule as stated in the RFP document, on page 5, for the Evaluation Committee Meeting(s). This schedule is subject to change if it becomes necessary. Intent to Award notice will follow shortly after said meeting(s).

Q10. How many palm trees are there, per location?

A10. Unknown. This is why site visits are strongly suggested.

Q11. Please clarify if irrigation repairs are to be included or are to be additional. One section lists it as a task that is included, but then there is a not below saying not to perform repairs but to notify the representative.

A11. Irrigation repairs are to be made if broken/damaged by the contractor at their own expense. Irrigation inspections are to be done at A sites and staff notified of any issues.

Q12. It is mentioned that the contractor should respond to a service request in 24 hours or there will be a charge to the contractor. The pricing sheet lists 38 visits per year. Will this contract be on a per visit basis, or based on the 38 visits per year? What scenario would include us receiving a service call that is not already scheduled? And what would the charge be to the contractor if not provided within 24 hours?

A12. Primarily per cut scheduled visits, this is only for unforeseen circumstances and would be based on that site price.

Q13. Can leaves be mulched with our mowers if they are equipped with mulching kits, or do they have to be removed? This question is specific to the growing season and does not include the "ANNUAL LEAF REMOVAL" portion of the scope.

A13. Routine mulching of leaves is permitted other than Annual Leaf Removal.

Q14. Under Tab 1 on number 5, the RFP request that we state all existing contracts and hours per week required to complete that work; if a company has well over 1000 active contracts should that company localize the active contracts' list to the local region or state?

A14. Regional contracts are sufficient.

Q15. Under insurance requirements on page 31, it says that the City of Mount Dora must be listed as an additional on the insurance certificate; does the city have to be listed as an additional at the time of submittal or only after the notice of award is issued?

A15. After Award.

Q16. Under '3. Weeding' under 'Technical Specifications/Scope of Work' for Class A, will the interval for weeding maintenance services be the same as that of Class B and Class A?

A16. A & B sites maintain the same weeding schedule.

Q17. Under '1. C. Trimming' under 'Technical Specifications/Scope of Work' please confirm if string trimming to edge if not allowed and should only be used in areas inaccessible to mowers.

A17. String trimming is acceptable.

Q18. Under '4. Mulching' under 'Technical Specifications/Scope of Work' please confirm that 4 3" (three inches depth) mulching removals and mulching services are being requested annually.

A18. Three inches of mulch must be maintained at all times.

Q19. Under '4. Removal of Plant Material' which falls under Class C scope of work, will the installation of new plant material be reimbursed alike Class A and Class B?

A19. No.

Q20. Will boundary maps for each property be provided so that all bidders will bid on the exact same areas?

A20. Maps will not be provided this is why site visits are strongly suggested.

Q21. Please confirm that only the Sprayfield (40 acres) location is to receive bush hog mowing.

A21. Correct.

Q22. Please confirm that the "Firm Information" form on page 40 is the same as "16. Company Information Form". If not, please provide the Company Information Form to all bidders for submission.

A22. Yes.

Q23. Please confirm that subcontracting is not required on this project.

A23. Subcontracting is not required, however the form is and must be filled out and returned with required forms.

Q24. Are the names for the Mandatory Pre- bid meeting posted on the City of Mount Dora website?

A24. No, they were mailed to those in attendance and can be request via a public records request. You can find the link in answer A5.

Q25. What is the current contract amount for this solicitation?

A25. You can request this information via a public records request through our city's website. A link to the exact page is found in answer A5.

Q26. Would you have aerial photos or pictures of all parcels?

A26. We do not. This is why site visits are strongly recommended.

Q27. Are the solar panel areas next to the old fire department and the waste water treatment plant included in the list of properties to be maintained?

A27. No.

Q28. Is the retention pond behind the police department included in the list of properties to be maintained?

A28. No.

Q29. Is the land (forest preserve) behind the library parking lot on the list of properties to be maintained?

A29. No.

Q30. Is the pond behind the Simpson Farmhouse included in the list of properties to be maintained?

A30. No.

Q31. Should the palm trees in the parks be included in the per cut pricing on the pricing sheet? Not a separate billing item?

A31. Yes, for the A services, this is included in the pricing sheet.

Q32. Should the cost of mulch be worked into the pricing sheet?

A32. Yes.

Q33. Is mulching once per year annually or is it quarterly?

A33. This will be done quarterly but must be done to maintain 3" of mulch at all times.

Q34. The bond payment will be required at the time of submission?

A34. The 5% bid bond will be required with bid submission. The payment and performance bond will be required annually from the successful contractor once awarded.

Q35. Was the last solicitation for these services an RFP or an ITB?

A35. It was previously issued as an ITB.

Q36. Cn you post the previous tabulation sheet?

A36. You will need to submit a public records request. You can find a link in answer A5.

Q37. Do you have to bid all three services, A, B, and C?

A37. No you do not.

Q38. Can the sheet be filled out to include all three services and be separate by the committee?

A38. Yes.

Q39. Do you have a budget for this project?

A39. No.

Q40. What is the difference between A, B, and C services?

A40. They are different levels of service starting with A services be the highest level of service and C services being the lowest.

Q41. A service will receive fertilization and pest control?

A41. Yes.

Q42. Evans Park was not included in the list of properties, is it included?

A42. No.

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Signature acknowledges receipt and understanding of this addendum.

_____

Name/Title

_____

Date

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RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. It says all responses should be submitted via electronic submission on Demandstar. Should we additionally drop off the bid bond check in person or wait until it is requested at a later date?

A1. You can submit the bid bond electronically with your proposal using the AIA Form 310, (refer to section 7C of the solicitation) or via an irrevocable letter of credit from your financial institution. All reference to bid bond payable by cashier check is hereby deleted.

Q2. Should the bid bond check be equal to the total amount bid for all services over 1 year multiplied by .05?

A2. The bid bond will be for 5% of the subtotal of year one, for classes A, B and C.

Q3. Unfortunately, I was not able to attend the pre-bid meeting for this RFP. Is there any option for me to still submit a bid for this project?

A3. No, the pre-bid meeting was a mandatory meeting.

~~~~~~

~~~~~~

Signature acknowledges receipt and understanding of this addendum.

____
Name/Title

____
Date
~~~~~~

EXHIBIT B

Yardnique, Inc's Response to RFP #24-PR-020

yardnique

Landscape Maintenance Services Proposal

prepared exclusively for

City of Mount Dora – RFP #24-PR-020

10.30.2024

Working Together

Dear Whitney et all,

I want to express our interest in continuing our partnership with the City of Mount Dora as your **current landscaping vendor.** At Yardnique, we hit the road every morning in pursuit of creating better and brighter landscapes including those of the City of Mount Dora, and over the last 27 years, we have grown with our customers in the shared belief that our most important role is to protect the quality, lifestyle, and environmental standards of the communities we serve.

Yardnique is now in the Top 25 Landscaping Companies in the U.S. with over 2,500 employees and approaching the $2000 million mark in annual revenue. While we have experienced significant growth, we never lose sight of the importance of exceptional service based on the unique needs of each individual customer and the customized services their community landscapes require.

As your incumbent provider, we are confident in our ability to maintain the high standards you expect and make this transition seamless as our teams have significant knowledge of the city's landscapes. Yardnique is fully invested in the long-term health and appeal of the City of Mount Dora, and we welcome the opportunity to build upon the results we've achieved together.

We hope that our proposal meets all your needs. If you have any questions, please feel free to contact me at 407.492.3322. Thank you for your time to review our proposal and for allowing us to put the distinctive Yardnique touch on the City of Mount Dora landscapes.

Signature

10/21/2024
Date

Matthew Hannan
Business Developer, Orlando

M: 407.492.3322
E: matthew.hannan@yardnique.com
574 Fairvilla Road,
Orlando, FL 32808

The City of Mount Dora has requested a proposal from Yardnique for landscape and grounds maintenance as a joint solicitation on behalf of the city, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA).

If awarded, a contract to provide these services will be for an initial period of two (2) years beginning effective on the date December 1, 2024, or whatever date you request. The contract is approved by the City of Mount Dora, City Council, signed by all required parties and filed with the City Clerk.

It is essential to the City of Mount Dora that the quality of all turf, shrubbery, trees, beds, irrigation and community aesthetics are maintained at the highest possible levels of quality. The following outlines Tab 1-5 as laid out in the RFP.

Tab 1) Executive Summary/General

1. Business Structure

Humble roots for healthy growth:
It all started in 1997, and now, as one of the largest landscape organizations in the nation, we still stand firm on a foundation of respect, passion, and accountability for the work we do and the relationships we build.

Making life better:
Yardnique began operations in 1997 when Brian DuMont, the company founder and CEO, was a junior at North Carolina State University pursuing his horticulture science degree. As a means for income while in school, Brian provided landscape services to residential customers with the same passion for customer service and quality that is alive and well today. Now, Yardnique stands as one of the fastest growing landscape companies in the nation, currently ranked 23rd by Lawn and Landscape magazine.

Specializing in commercial landscape maintenance, design, and installation, the company operates under its flagship brand Yardnique as well as through various wholly owned landscape service brands. All share common goals and values with an unyielding commitment to protect the quality and environmental standards of the communities we serve.

Today, we employ over 2,500 grounds care, design, and horticulture professionals. Our bright orange trucks can be seen in communities across the southeastern United States in North Carolina, South Carolina, Tennessee, Georgia, and Florida with plans to expand southwest from Alabama to Texas.

Everything we do, every blade of grass we touch, every hedge we trim, and every landscape we enhance, rest assured it will be genuinely Yardnique.

Yardnique specializes in landscape maintenance and design for commercial and municipal properties across the southeast. Yardnique and our wholly owned brands include **Landmark Landscapes**,

Naturescapes, **Phoenix**, **NativeGreen** and **Creative** with hundreds of landscape, irrigation and horticulture experts.

Landscape service that makes municipalities shine:
Cities and towns have diverse landscape design, installation, and maintenance requirements. Official buildings and locations must embody inviting qualities that only well-maintained landscapes can provide. Our teams can accommodate municipal properties including buildings, parks, medians, fire/police stations, libraries, and other community facilities.

We know the importance of planning, safety, and clear communication to municipal customers. A dedicated account manager keeps you informed of all work statuses, and we take a disciplined approach to meet town, city, and county budgeting processes.

Bring a little orange to your city or town:
We are skilled landscape designers, horticulturists, floriculturists, and maintenance professionals who possess the necessary experience to work with municipalities. We know how to navigate unique budgeting and reporting processes. Our crews meet all regulatory and safety requirements, and we take all necessary steps for working on government properties and public grounds.

- Turf, tree, and shrub maintenance
- Public space landscape planning and health
- Seasonal planting and installation
- Enhancements and plant replacement
- Water conservation and irrigation management
- Environmentally safe fertilization
- Soil testing, plant selection, and installation
- Pruning, mulching, and storm water discharge

Professional landscape maintenance promotes sustainability and responsible green practices. We are a reliable landscape partner for municipal customers with landscape services that will always radiate the quality of your community.

Yardnique is grateful for the opportunity to serve the City of Mount Dora as their landscape partner. For the purposes of this proposal and the relationship to continue, Yardnique will be the operational entity.

Yardnique, Inc

Corporate Headquarters
10014 Chapel Hill Rd.
Morrisville, NC 27560
919.388.9878

Regional Office
54 Fairvilla Rd.
Orlando, FL 32808
407.492.3322

THE YARDNIQUE FAMILY OF COMPANIES yardnique landmark naturescapes phoenix nativegreen creative

The best landscapes on earth;
Culture is an essential element of our continued growth. We are deliberate in our efforts to maintain an entrepreneurial and responsive dynamic that few companies can match. We embrace our core focus and shared values that we live up to each and every day and reward our people accordingly.

Our core focus
Create an opportunity driven environment by building a great company that is surrounded by great people that create great results.

Our shared values
Driven
Yardnique landscapes will always radiate the quality of the communities we serve.

Accountable
We are always extremely responsive, on time, and our work is always exceptional.

Respectful
We respect each other, our customers, and the environment.

Passionate
We love what we do and wake up every day excited about our work.

2. Number of Years in Business

Yardnique has been in business for over 27 years, and we are nationally recognized for the quality of our services. Today, we employ over 2,100 landscape and lawncare professionals with our sole focus on delivering quality landscaping, irrigation, hardscaping and grounds care services. Based in Raleigh, North Carolina, we serve communities throughout the southeast with a local branch in Orlando servicing central Florida. All local management and on-site personnel are trained to serve the particular needs of community property managers and community residents.

Across our portfolio of communities, Yardnique serves many municipalities, each with unique, complex landscapes. In these communities, we develop long-term sustainable plans and execute on that plan.

3. Proof of Insurance

Certificate of Liability Insurance attached on the back of RFP document.

4. Staff

Clerical Staff: 48 staff members
Field Staff: 2,500 full-time crew members

5. Current Workload

We proud to serve over 1,000 customers across the southeastern United States generating approximately $200 million in annual revenue. Our clientele includes HOA boards, multifamily property managers, commercial shopping centers, office complexes, and municipalities. While landscaping needs vary from region to region and property to property, the true value we deliver lies in building strong relationships with property managers, board members, and residents.

Tab 2) Proposer Qualifications

The City of Mount Dora team brings a wealth of business, landscape, and horticulture experience to ensure outstanding community quality and appeal. The City of Mount Dora landscaping will consist of the following dedicated staff roles:

- City of Mount Dora Account Manager
- Full time Site Manager
- Landscape Service Technicians
- Additional labor will augment full time staff for specialty services such as irrigation, agronomic programs, pruning, flower installations, enhancement and installation projects as needed

Brian DuMont, CEO

Started Yardnique in 1997 while attending North Carolina State University and graduated in 1998 with a degree in Landscape Horticulture. Since, under Brian's leadership, Yardnique has grown to become one of the largest landscape organizations in the nation.

Jeff Walters, COO

Jeff joined the Yardnique team as an accomplished Global Operation Executive, leading operations for national and international real estate and manufacturing companies for over 3 decades. Today, he is focused on operational excellence and process optimization among other responsibilities for Yardnique.

Alan Anders, VP – Business Development

Alan possesses over 20 years of horticulture experience, and he is well-versed in putting together agronomic programs for large-scale clients. More importantly, he leads our team of business developers throughout the Southeast, building relationships with our customers and ensuring optimal service.

Key Field Supervisors

Ken Catalano, Regional Manager – Florida

Ken has grown up around the construction and landscape industry. He has served in leadership roles within the green industry for the last 20 years. His experience includes roles in project management, operations management, business development, and operational excellence. Ken is a servant leader who focuses on leadership development, career growth, & operational excellence.

Brandon Whaley, District Manager – Central Florida

Brandon recently joined our team as the Branch Manager of the Orlando region. He has lead landscaping teams for the past 15 years, and he currently serves as the District Manager for the central Florida region.

Scott Green, Branch Manager - Orlando

After serving 12 years in Law Enforcement Scott started his own landscaping company and tree service. After building the company and selling it Scott serviced in various rolls as Account Manager, Business Development Manager, General Manager and Branch Manager for several of the largest landscaping companies in Florida and Tennessee. Scott focuses on efficiencies within the branch and manpower in the field and building a great branch culture for all working within his leadership.

Matthew Hannan, Business Developer - Orlando

Matthew joined Yardnique with diverse customer relationship experience. In his tenure as a Business Developer in the Orlando area, he has developed relationships with property managers and board members for many successful transitions to the Yardnique family of companies.

Tab 3) Scope Response – Scope of Services

General Service

Services shall include, but are not limited to, the requirements contained in the City of Mount Dora RFP. At all times during the agreed upon service, Yardnique will perform their work in accordance with Best Management Practices and maintain Florida friendly landscapes.

The City of Mount Dora requires this proposal be detailed for all Class A, B, and C Parks & Recreation Properties for the following services:

- Turf maintenance including mowing, edging, trimming, and blowing
- Tree, palm tree, shrub, plant, and plant bed maintenance
- Fertilization, pest control, weed management, and plant disease management

The following services are inclusive to the Class A Properties:

- Mulch applications
- Irrigation system maintenance and management

As stated in the City of Mount Dora RFP #24-PR-020, Yardnique landscaping maintenance shall include labor, supervision, materials, and equipment necessary to provide the following:

- Sustain all turf, trees, and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies.
- Maintain in good and full operating condition the irrigation system.
- Keep all associated planted areas in a continuous healthy, neat, clean and debris free condition for the entire life of the Contract.

Class A Property Services

Lawn Maintenance Services

We will ensure that the City of Mount Dora community is always clean and presentable to its residents and visitors. All debris and trash will be removed prior and after each visit and we will take proactive measures to ensure the community appearance always reflects its best face throughout the year and no clipping clumps will ever remain in any turf areas after mowing. Turf maintenance shall include mowing, edging, trimming, and cleanup of all grass areas.

If weather conditions dictate a change in schedule, Yardnique will perform the work on the next possible business day, and changes to the work calendar will be communicated to the City of Mount Dora. During extended rainy or dry period, the City of Mount Dora account manager will take great caution and care performing regular maintenance.

Mowing

During the growing season, we will ensure that turf is maintained at proper heights based on the turf type and per industry standards without scalping. Weekly mowing schedules will be April 1st through October 31st and will only vary due to weather, growth rates when grass is wet or under severe stress. All mowing patterns will ensure a neat and uniform lawn appearance. During winter months, mowing will be performed twice a month or as needed to ensure the grass is maintained at proper heights.

Trimming

Trimming areas inaccessible to mowing equipment will be performed during every mowing. Yardnique shall implement "ghost edging" to all beds where needed. This will help define a bed line, prevent it from getting bigger, and allow grass runners to bring the grass line to the bed line. All bed lines must have a crisp and well-defined bed edge with no grass runners. Care shall be taken not to injure tree trunks, walls, light posts, light fixtures, equipment boxes, pond structures, signposts or plant material during edging operations, and chemical control will be used to not inflict trimmer damage of any kind.

Edging

We will ensure a crisp tailored edge on all hard surfaces including but not limited to sidewalks, curbs, concrete slabs, and other concrete or paved surfaces. Caution will be taken to avoid any damage to hardscape surfaces.

Edging (hard edging) will be completed no less than once every fourteen (14) days during the months of **April 1st to October 31st** and as needed from **November 1st to March 31st**. Edging will be performed and completed at the same time as the scheduled mowing service.

Plant Growth

All plant growth on and around paved surfaces will be monitored and removed if encroaching in curbs, sidewalks, driveways, cracks, seams, joints, etc. Herbicides will be used to reduce undesired weed growth in these areas.

Pruning

All shrubbery and hedges will be pruned every 30 days between May through October and every 60 days throughout the remainder of the year from November through April. All shrubs adjacent to foundations or service units (utility and AC) will be kept below window height and pruned from adjacent building walls. All dead limbs that have fallen shall be removed during each maintenance visit. Quarterly inspections will be performed to identify trees, shrubs, and plants that require pruning. All Palms are to be trimmed twice a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; using the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense

Weeding

Weekly maintenance shall be performed including removal of weeds by hand or chemically. Weeds are considered any undesired or misplaced growth in the turf, beds, or pavement cracks.

Mulch

Beds will be monitored for mulch with sustainable materials such as recycled hardwood, Melaleuca trees, Eucalyptus or mulch approved by the City of Mount Dora. Any applied mulch will be done in a manner to ensure tree and plant health is maintained. Trees and plants will be monitored at mulch installation areas on a quarterly basis to ensure proper clearance from trunks and/or root beds. Proper depth will be maintained to 3 inches. Any mulched beds bounded by hard surfaces will be lightly trenched for proper distribution of existing and applied mulch.

Fertilization

On turf or plants where ground slopes down toward bodies of water or within ten feet (10'), liquid fertilizer will be utilized. All employees handling fertilizer shall be licensed appropriately, and Yardnique will notify the City if tree, shrub, or plant deficiencies are recognized. Best practices, including those specified in the City of Mount Dora request for proposal, will be used to minimize inadvertent application of fertilizer.

Turf Fertilization

Yardnique shall perform turf fertilization three times per year at a rate of one (1) pound of nitrogen per one-thousand (1000) square feet. Proper rate of application will be the responsibility of yardnique and monitored as requested by the City of Mount Dora. Plant materials that are damaged, due to over fertilization or burning, resulting from the Contractor negligence shall be replaced at the Contractor's expense.

Tree and Shrub Fertilization

Yardnique shall perform tree and shrub fertilization twice per year in March and September using a slow release 19-3-7 fertilizer with minor elements and iron. Trees and shrubs will be fertilizer by hand at a rate of three (3) pounds per one-hundred (100) square feet.

Palms Fertilization

Palms shall be fertilized three (3) times per year between the months of April, June, and September using 8-0-12 fertilizer with minor elements. Fertilizer shall be broadcast under the foliage canopy at a rate of one (1) pound per inch of trunk diameter.

Removal of Plant Material

Yardnique shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites and notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Yardnique with invoices turned into the City for reimbursement.

Maintenance Schedule

All work shall be scheduled Monday through Saturday 7:30am and 4:30pm. If weather conditions dictate a change in schedule, Yardnique will perform the work on the next possible business day, and changes to the work calendar will be communicated to the City of Mount Dora.

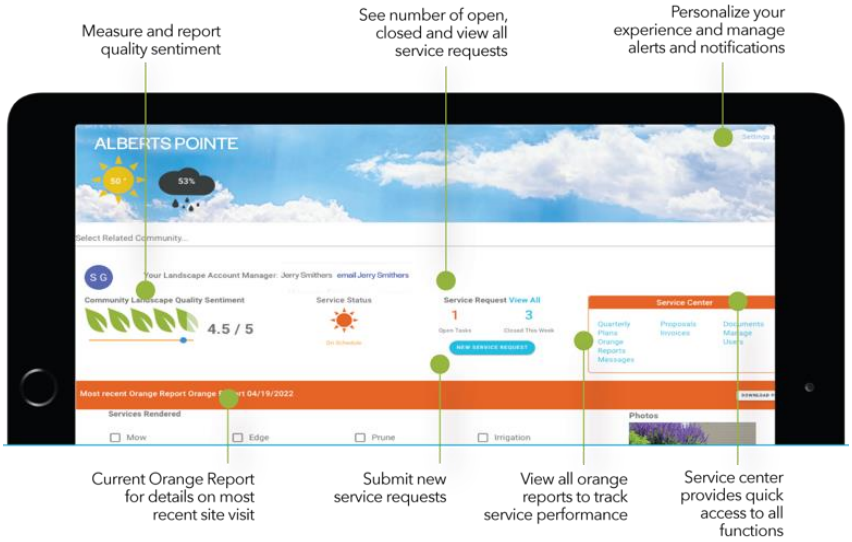
Monthly Reports and Invoices

Yardnique recognizes the City of Mount Dora implements their own reporting and monitoring procedure, and we will submit forms and follow all procedure in place. At the discretion of the City of Mount Dora, we will implement our customer portal, Syncscape, if needed that automates weekly reports and service updates to the community. This provides our customers with complete access to all invoices, service alerts and service requests with the ability to extend access to other property managers and City officials as desired and managed by the property manager.

Offered exclusively to our customers, Syncscape™ is available to be utilized for the City of Mount Dora community. Any time of day, the property manager can view status updates and/or receive text or email notifications to stay informed of progress through completion.

- Service reports after every visit
- Online service request submission and tracking
- Track quarterly landscape plan progress
- All invoices, proposals, and contracts in one place
- Manage property manager access
- Measure landscape quality sentiment
- Automated email and text notifications

Syncscape puts all information at your fingertips any time of day and every day.
Our customers are always up to date about the services performed, service requests, irrigation health and landscape installation status. Check out Syncscape on YouTube.



Irrigation System Management, Maintenance, and Repair

All turf areas will be monitored twice monthly from April to October and once monthly from November to March to ensure proper moisture levels, and we will ensure proper operation of all irrigation systems to optimize water usage. Adjustments to water flow, coverage areas, and levels will be performed as needed. Should any issues or maintenance be required to any irrigation systems, the City of Mount Dora property manager will be immediately notified. All necessary maintenance or repair service and all associated costs will be detailed, and no work shall proceed without approval from the City of Mount Dora property manager.

Fire Ant Control

Yardnique will furnish all insecticides and notify the City prior to application. Top Choice Insecticide or equivalent approved product for the control of fire ants per the manufacturer's instructions will be done twice per year, in the months of June & September. All follow up fire ant control treatments shall be deemed to be included in the contract price.

Annual Leaf Removal

Leaf removal will occur by no later than the last week of March. All leaves and debris will be removed on an on-going basis throughout the winter months during regular maintenance service visits.

Class B Property Services

Lawn Maintenance Services

We will ensure that the City of Mount Dora community is always clean and presentable to its residents and visitors. All debris and trash will be removed prior and after each visit and we will take proactive measures to ensure the community appearance always reflects its best face throughout the year and no clipping clumps will ever remain in any turf areas after mowing. Turf maintenance shall include mowing, edging, trimming, and cleanup of all grass areas.

If weather conditions dictate a change in schedule, Yardnique will perform the work on the next possible business day, and changes to the work calendar will be communicated to the City of Mount Dora. During extended rainy or dry period, the City of Mount Dora account manager will take great caution and care performing regular maintenance.

Mowing

During the growing season, we will ensure that turf is maintained at proper heights based on the turf type and per industry standards without scalping. Weekly mowing schedules will be April 1st through October 31st and will only vary due to weather, growth rates when grass is wet or under severe stress. All mowing patterns will ensure a neat and uniform lawn appearance. During winter months, mowing will be performed twice a month or as needed to ensure the grass is maintained at proper heights.

Trimming

Trimming areas inaccessible to mowing equipment will be performed during every mowing. Yardnique shall implement “ghost edging” to all beds where needed. This will help define a bed line, prevent it from getting bigger, and allow grass runners to bring the grass line to the bed line. All bed lines must have a crisp and well-defined bed edge with no grass runners. Care shall be taken not to injure tree trunks, walls, light posts, light fixtures, equipment boxes, pond structures, signposts or plant material during edging operations, and chemical control will be used to not inflict trimmer damage of any kind.

Edging

We will ensure a crisp tailored edge on all hard surfaces including but not limited to sidewalks, curbs, concrete slabs, and other concrete or paved surfaces. Caution will be taken to avoid any damage to hardscape surfaces.

Edging (hard edging) will be completed no less than once every seven (14) days during the months of **April 1st to October 31st** and as needed from **November 1st to March 31st**. Edging will be performed and completed at the same time as the scheduled mowing service. When hard edging, the edger blade must be held in a complete vertical position. Beveled edging is not acceptable.

Plant Growth

All plant growth on and around paved surfaces will be monitored and removed if encroaching in curbs, sidewalks, driveways, cracks, seams, joints, etc. Herbicides will be used to reduce undesired weed growth in these areas.

Pruning

All shrubbery and hedges will be pruned every 30 days between May through October and every 60 days throughout the remainder of the year from November through March.. All shrubs adjacent to foundations or service units (utility and AC) will be kept below window height and pruned from adjacent building walls. All dead limbs that have fallen shall be removed during each maintenance visit. Quarterly inspections will be performed to identify trees, shrubs, and plants that require pruning. All Palms are to be trimmed twice a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; using the 9/3 rule. Pruned and trimmed material shall be removed as generated at Contractor's expense

Weeding

Weekly maintenance shall be performed including removal of weeds by hand or chemically. Weeds are considered any undesired or misplaced growth in the turf, beds, or pavement cracks.

Mulch
Not included in Class B Property Service.

Fertilization
Not included in Class B Property Service.

Removal of Plant Material
Yardnique shall remove all dead plant material as a result of inclement weather, fungus, or insect infestation from the sites and notify the City of all dead plant material removed. Replacement plants must be approved by Parks staff and will be replaced by the Yardnique with invoices turned into the City for reimbursement.

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Annual Leaf Removal

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Lawn Maintenance Services

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Weeding

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Mulch

Not included in Class C Property Service.

Fertilization

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Removal of Plant Material

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Tab 4) References

All of the following references are current clients of Yardnique or its family of landscaping companies. We have also submitted references in the RFP with contact email and phone. The City of Mount Dora has permission to contact any and all of the following to discuss the level of service provided by Yardnique.

Del Webb Grand Dunes
Jeffery Lee
Community Manager
6201 Marina Parkway
Myrtle Beach, SC 29572
jlee@associatedasset.com

Del Webb Carolina Lakes
Joel Schaffer,
Landscape Committee Chair
1353 Del Webb Blvd.
Indian Land, SC 29707
Joel.schaffer@gmail.com
(201) 874-2412

Del Webb Traditions
Amy Odom
Community Manager
1301 Monterey Bay Dr.
Wake Forest, NC 27587
amyodom@elite-mgmt.com

Del Webb Carolina Arbors
Phillip Smith
Community Manager
Carolina Arbors Dr.
(919) 624-3212

Del Webb Sun City Peachtree
Vicky Spivey
Community Manager
Del Webb Drive
(678) 939-2791

Del Webb Overlook
Ed Corless
Community Manager
1638 Covered Bridge Rd
Clayton, NC 27520
ExecutiveSupport@associaonline.com

Sun City Peachtree by Del Webb

- Partnership since 2010 - 13 years
- Currently at 2500 homes but will be 3600 at completion

Del Webb Carolina Gardens

- Partnership since inception 2020 - 3-years
- 800 homes

Tab 5) Exceptions/Additional Information

Licenses

State of Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF138693

WAYNE BISHOP

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental, General Household Pest and Rodent Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on July 13, 2009

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

DACS form 1780,

State of Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF182197

RONALD LAFFERTY

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control, Lawn and Ornamental, Termite and Other WDO Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on January 20, 2011

Adam H. Putnam
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

DACS form 1780, Feb. 99

Indian River County Contractor Licensing
1801 27th Street, Vero Beach, FL 32960
(772) 226-1960 | contractorlicensing@ircgov.com

Qualifier Certification Information

CERT NBR: 30639 QUALIFIER: BRETT W HALL
CLASS CODE: Irrigation Contractor (9545)
STATE NBR: COUNTY COMP CARD: 30639

STATE EXP	LIAB EXP	WC EXP	ORIG ISSD	RENEWAL	EXPIRES
	04/30/2024	01/07/2024	11/22/2023	11/22/2023	07/31/2024

BELOW IS YOUR NEW INDIAN RIVER COUNTY CONTRACTOR CERTIFICATE OF COMPETENCY (LICENSE):

Expired or cancelled insurance automatically inactivates a license. Proof of current insurance must be provided in order to reactivate the license. Any license may be put on inactive status for an annually paid fee.

Name, address, or status change must be sent to this office within thirty (30) days to change.

Indian River County
Contractor Licensing
1801 27th Street, Vero Beach, FL 32960

Contractor's Name: BRETT W HALL
Business Name: YARD NIQUE INC
Category: Irrigation Contractor (9545)
License #: 30639
Issued: 11/22/2023 Exp. Date: 07/31/2024

LICENSED UNDER CH. 489, FLORIDA STATUTES & INDIAN RIVER COUNTY CODE OF ORDINANCES CH.400

NOTE: This competency card, issued by the Indian River County/City of Vero Beach Building Department authorizes work for the class code stated, for the unincorporated areas of Indian River County and the City of Vero Beach only. It does not authorize work for the City of Sebastian, Indian River Shores, Town of Orchid, or the City of Fellsmere.

It is the contractor's responsibility to maintain this card in a current status by providing Certificates of Insurance, current address and telephone number information, and renewing this card as required.

For any questions, please call our office at **(772) 226-1960** or E-mail **contractorlicensing@ircgov.com**

UF IFAS UNIVERSITY of FLORIDA

GV29425-1
Certificate #
GV29425
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Wayne M. Bishop

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	D. Rainey	2/25/2014	DEP Program Administrator
	Instructor	Date of Class	

Not valid without seal

State of Florida
Department of State

I certify from the records of this office that YARD-NIQUE, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on February 7, 2020.

The document number of this corporation is F20000000874.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 12, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of April, 2021

Secretary of State

Tracking Number: 3626410111CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Material Safety Data Sheets (MSDS)

Yardnique will provide Material Safety Data Sheets for all fertilizer, pesticide, and fungicide used on site as required by law. Please click here for an example of MSDS.

Accident Reporting Policy/Procedure

On the job injury reporting procedures:

Personnel must first seek emergency medical treatment immediately if needed.

Following an accident on the job:
1. Report all Accidents / Injuries to HR
2. Obtain a completed Refusal of Medical Treatment form if the employee does not require or want to seek medical treatment (for all injuries, including minor ones that are handled with a basic safety kit)
3. Complete forms as described below.

This applies to any employee who is injured while on the job:

- Workers Compensation Packet (must complete for any injury sustained that cannot be handled with a basic safety kit). This must be completed whether the employee wants to seek medical treatment or not:

If medical treatment is desired, the following tasks must be completed:

- WC Packet
- Drug test
- Clinic visit
- Drug Card

If medical treatment is not desired, the following tasks must be completed:

- WC Packet
- Refusal of Medical Treatment form

Injury reporting forms are available upon requests.

Vehicle Accident reporting procedures

Please seek emergency medical treatment immediately if needed.

Following a vehicle accident on the job:

1. Report all Vehicle Accidents to HR.
2. Contact the police to file a police report.
3. Obtain a completed Refusal of Medical Treatment form for each employee in the company vehicle who does not require / does not want to receive medical treatment (whether injured or not).
4. Complete forms as described below.

Vehicle Accident - If injured: (this applies to all employees - driver & passengers)

WC Packet (must complete a WC packet for each employee who sustains an injury that cannot be handled with a basic safety kit). This must be completed whether the employee wants to seek medical treatment or not:

If medical treatment is desired, the following tasks must be completed:

- WC Packet
- Drug test form
- Clinic visit
- Drug Card
- Vehicle Accident Packet

If medical treatment is not desired, the following tasks must be completed:

- WC Packet
- Refusal of Medical Treatment form (obtain from each employee in the vehicle)
- Vehicle Accident Packet

Vehicle Accident - If not injured and AT FAULT:

- Vehicle Accident Packet
- AND Drug Test (for Driver)
- AND Refusal of Medical Treatment (all passengers who do not seek medical treatment)

Vehicle Accident - If not injured and NOT AT FAULT:

- Vehicle Accident Packet
- AND Refusal of Medical Treatment (all passengers who do not seek medical treatment)

Employee Roster

Brian DuMont, Founder & CEO
Jeff Walters, Chief Operating Officer
Alan Anders, VP of Business Development
Ken Catalano, Regional Manager-FL, Orlando, FL
Brandon Whaley, District Manager - Orlando, FL
Scott Green, Branch Manager
Matthew Hannan, Business Developer – Orlando, FL

*Account Manager and Crew Leaders will be determined 90 days before start of contract.

Maintenance Crews
Yardnique will assign a dedicated maintenance team to the City of Mount Dora with sub-teams assigned to specific portions of the property. The make-up of maintenance crews for each property will be determined based on the unique assignments and requirements of each property with all crews directly reporting to the Production Manager. Our approach to resource allocation will ensure that each crew is made-up of those with the proper expertise to maximize efficiency and for consistent quality control.

The following represents our organization and reporting structure for the City of Mount Dora.

Equipment

Yardnique will ensure that all equipment used for mowing, edging, pruning, fertilization or to support any services as required, will be set up and used properly and, as a result, will not harm any of the landscaping or common areas. Any equipment or vehicles on site will be clearly identified as "yardnique".

Standard equipment used is as follows:

- 52" Stand on Mower (only for large open areas)
- 48" Walk Behind Mower
- 36" Walk Behind Mowers
- Edgers
- String Trimmers/Weed eaters
- Pruners
- Backpack Blowers
- Round Up Sprayers
- Selective Herbicide Sprayer
- Tractor and Bush Hog
- Stand-on Blower

Yardnique uses the most up-to-date landscape and lawn care equipment on the market, conducts regular maintenance and is continuously investing in new equipment to ensure we can provide the best possible service. We own and operate an extensive fleet of one-ton and two-ton pickup trucks and 20' enclosed commercial trailers to ensure our equipment is properly transported to the communities we serve.

All lawnmower blades are sharpened and replaced and regular maintenance to all vehicles and equipment is performed as required and all equipment is replaced on a two-three-year rotation.

Certificate of Insurance

YARDNIQ-02 SLLEONAR1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2024

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

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

PRODUCER
Towne Insurance Agency, LLC
7100 Falls of Neuse Road
Raleigh, NC 27615

CONTACT NAME: Sarah L. Leonard
PHONE (A/C, No, Ext): (919) 882-5175 FAX (A/C, No): (919) 872-2033
E-MAIL ADDRESS: sleonard@towneinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of the Southeast	39926
INSURER B : Builders Mutual Insurance Company	10844
INSURER C : Selective Insurance Company of America	12572
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Yard Nique, Inc.
YN Intermediate Holdings, Inc., YN Holdings, LLC.
10014 Chapel Hill Rd
Morrisville, NC 27560

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	S 2537295	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	S 2537295	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	S 2537295	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCP 1094817 04	1/7/2024	1/7/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			S 2537295	4/30/2024	4/30/2025	Deductible: $2,500	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PROFESSIONAL GROUNDS MAINTENANCE SERVICES
City of Mount Dora, its officers and employees are listed as additional insured for General Liability and Automobile Liability, on a Primary and Non-Contributory basis, per attached forms CG7300/CG7921/CA7809, as required by written contract. Waiver of Subrogation applies in favor of Additional Insured for General Liability, Automobile Liability, and Workers Compensation, per attached forms: CG7300/CA7809/WC000313. Umbrella Liability is form following. Thirty (30) Day notice of cancellation applies.

CERTIFICATE HOLDER

City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sarah Leonard

ACORD 25 (2016/03)

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Bid Bond

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Yardnique, Inc.
10014 Chapel Hill Rd
Morrisville, NC 27560

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

BOND AMOUNT: Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
RFP # 24-PR-020, Professional Grounds Maintenance Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

Init.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **30th** day of **October**, **2024**

Yardnique, Inc.
(Contractor as Principal) *(Seal)*

(Witness)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) *(Seal)*

(Witness) Mary Kleinpeter

(Title) **Roxanna S. Borer, Attorney-In-Fact**

Init.

/

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MARKHAM R. McKNIGHT, CHARLOTTE L. WRIGHT, THOMAS M. SANDAHL, TRENT J. SANDAHL, TROY P. WAGENER, WILLIAM G. McKNIGHT,
TAWANDA A. WEATHERSPOON, MARY E. KLEINPETER, STEPHANIE S. McKNIGHT, CHARLES E. REAGIN, III, RHONDA S. CROOKS, EDWARD L. KINNEY, JR.
and ROXANNA S. BORER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 12TH day of APRIL, 20 24

State of Illinois
County of Cook ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 12TH day of APRIL, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 30, 2026

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of October, 20 24

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Exceptions

No exceptions to the scope of work.

7) **REQUIRED FORMS** - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.) All forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Required Forms:

1. Proposers Checklist Form
2. Proposers Qualification Form
3. F.S.S. Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Vendor Certification Regarding Scrutinized Companies' List Form
6. Human Trafficking Affidavit Form
7. Conflict of Interest Affidavit Form
8. Declaration Statement Form
9. Insurance Requirements Form
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Bidder Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. Reference Form
15. Public Entity Crimes Statement Form
16. Company Information Form
17. Sub-Contractor Listing Form
18. Completed W9
19. Proposal Pricing Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

<u>I M P O R T A N T</u>: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

☑ All required and applicable forms have been signed and included

☑ All information as requested in the Proposer's Proposal Form is included.

☑ Any addenda have been signed and included.

☑ The Proposals must be submitted via www.demandstar.com no later than the specified <u>due date and time</u>. (Otherwise Proposals cannot be considered.)

Yardnique, Inc.	10014 Chapel Hill Road
Company	Address
	Morrisville, NC 27560
Authorized Signature	City, State, Zip Code
Matthew Hannan	407-492-3322
Printed Name & Title	Telephone No.
matthew.hannan@yardnique.com	N/A
Email	Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
40%	City of Melbourne	$ 140,000/year
133%	Lakeland Regional Hospital	$ 406,000/year
175%	South Beach Park	$ 15,000/year

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

We are a $150,000,000 company with hundreds of contracts under consideration across the southeastern United States.

OTHER INFORMATION ABOUT PROJECTS:

Lakeland Regional has been renewed for an additional contract year.

South Beach Park was renewed for the 2024 contract year.

Have you, at any time, failed to complete a contract? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **Professional Grounds Maintenance Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 130M-150M **Total Contract Amounts for work done on all past related projects.**

**This is an annual amount

REFERENCES:

Bank(s) Maintaining Account(s): Pinnacle Financial Partner - Frances M. Harward, Treasury Advisor

(919)985-7753

Surety/Underwriter: (if required) Cadence Insurance - Mary Kleinpeter, Surety Account Executive

(225) 215-9422

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☑ Corporation/Years in Business: 27. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Yardnique, Inc.	10014 Chapel Hill Road
Company	Address
	Morrisville, NC 27560
Authorized Signature	City, State, Zip Code
Matthew Hannan, Business Developer	407-492-3322
Printed Name & Title	Telephone No.
matthew.hannan@yardnique.com	N/A
Email	Fax No.

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, Matthew Hannan (person)_____, as the Business Developer (title)_____ of Yardnique, Inc. (entity)_____, do hereby certify that Yardnique, Inc. (entity)_____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Print: Matthew Hannan
Title: Business Developer

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hannan, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp)

LISA ANJOU
Notary Public, State of Florida
Commission# HH 364351
My comm. expires May 15, 2027

NOTARY PUBLIC, State of Florida

AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES, ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Matthew Hannan, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Matthew Hannan.
(Write Name Here)

2. I am the Business Developer of Yardnique, Inc.
(Insert Job Title) *(Insert Company Name)*

3. The Company was formed in North Carolina and is a Corporation.
(Country and State) *(List the Type of Entity (ex.: LLC, Inc., etc.)*

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity*; or

   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 15 day of OCTOBER, 2024.

BY: _____
Signature of Affiant

MATT HANNAN
Printed Name

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Matthew Hannan, as Business Developer, of Yardnique Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of OCT 15, 2024.

(stamp)

LISA ANJOU
Notary Public, State of Florida
Commission# HH 364351
My comm. expires May 15, 2027

_____
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: Yardnique, Inc.

Name of Company: Yardnique, Inc.

FEIN: 86-3412476

Authorized Representative's Name and Title:
Matthew Hannan, Business Developer

Address: 10014 Chapel Hill Road

Morrisville, NC 27560

Phone Number: 407-492-3322 Email Address: matthew.hannan@yardnique.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: Matthew Hannan

Print Title: Business Developer

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Yardnique, Inc., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Yardnique, Inc.
Company

Matthew Hannan
Printed Name

Business Developer
Title

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hannan, as Business Developer of Yardnique Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp)

LISA ANJOU
Notary Public, State of Florida
Commission# HH 364351
My comm. expires May 15, 2027

NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Yardnique, Inc.
Company

Authorized Signature

Matthew Hannan, Business Developer
Printed Name & Title

matthew.hannan@yardnique.com
Email

10014 Chapel Hill Rd
Address

Morrisville, NC 27560
City, State, Zip Code

407-492-3322
Telephone No.

Fax No.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Matthew Hannan as Business Developer of Yardnique Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp)

NOTARY PUBLIC

LISA ANJOU
Notary Public, State of Florida
Commission# HH 364351
My comm. expires May 15, 2027

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 24-PR-020 - "PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES.**"

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 21 day of October, 2024 in the City of Orlando, in the State of Florida.

Yardnique, Inc.	10014 Chapel Hill Road
Company	Address
	Morrisville, NC 27560
Authorized Signature	City, State, Zip Code
Matthew Hannan, Business Developer	407-492-3322
Printed Name & Title	Telephone No.
matthew.hannan@yardnique.com	N/A
Email	Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **RFP #24-PR-020 "PROFESSIONAL GROUNDS MAINTENANCE SERVICES."**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **YES**
☐ **NO**

Yardnique, Inc.	10014 Chapel Hill Road
Company	Address
	Morrisville, NC 27560
Authorized Signature	City, State, Zip Code
Matthew Hannan, Business Developer	407-492-3322
Printed Name & Title	Telephone No.
matthew.hannan@yardnique.com	N/A
Email	Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida

County of Lake

Matthew Hannan, being first duly sworn, deposes and says that:

I am the Business Developer of Yardnique, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PR-020.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PR-020, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #24-PR-020, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #24-PR-020 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Yardnique, Inc.	10014 Chapel Hill Rd
Company	Address
	Morrisville, NC 27560
Authorized Signature	City, State, Zip Code
Matthew Hannan, Business Developer	407-492-3322
Printed Name & Title	Telephone No.
matthew.hannan@yardnique.com	
Email	Fax No.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Matthew Hannan, as Business Developer of Yardnique Inc who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp) NOTARY PUBLIC — LISA ANJOU, Notary Public, State of Florida, Commission# HH 364351, My comm. expires May 15, 2027

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Yardnique, Inc. (Proposer) guarantees its Response to RFP #24-PR-020 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this 21 day of October, 2024
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / Matthew Hannan
(Signature) (Print name)

Address: 10014 Chapel Hill Road

Morrisville, NC 27560

Telephone: (407) 492-3322 Fax: (N/A) _____

Taxpayer/Employer Identification Number (TIN/EIN): 86-3412476

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (_____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: Brian DuMont
(Print Name)

Corporate Secretary: Norma Avalos
(Print Name)

Corporate Treasurer: Rob Wood
(Print Name)

CORPORATE SEAL

Attest By: Norma Avalos
Secretary

Signature: _____ Date: 10/30/2024

Remainder of Page Intentionally Left Blank

CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Yardnique, Inc.

Authorized representative (printed): Matthew Hannan

Authorized representative (signature): _____

Project Number: **RFP #24-PR-020**

Date: 10/21/2024

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Melbourne Airport Authority
   Address: 1 Air Terminal Parkway, Melbourne, FL 32901
   Point of Contact: Summer Wyllie-Vitt
   Phone #: 321-723-6227 Email address: swyllie-vitt@mlbair.com
   Service(s) Provided: Landscape maintenance
   Dates of Service: 2/1/23

2. Name of Company: Lakeland Regional Hospital
   Address: PO Box 95001
   Point of Contact: Carlos Serrano
   Phone #: (863) 284-5062 Email address: APInvoice@MyLRH.org
   Service(s) Provided: Landscape Maintenance
   Dates of Service: 1/1/23

3. Name of Company: South Beach Park
   Address: 2514 S Beach Pkwy Jacksonville Beach, FL 32250
   Point of Contact: Trevor Hughes
   Phone #: 904-247-6229 Email address: Thughes@jaxbchfl.net
   Service(s) Provided: Landscape Maintenance
   Dates of Service: 1/1/2023

4. Name of Company: Fantasy World
   Address: 5005 Kyngs Heath Road Kissimmee, FL 34746 Kissimmee, FL 34746
   Point of Contact: Steven Hollis
   Phone #: 856-425-4906 Email address: Steven@fantasyworldtimeshare.com
   Service(s) Provided: Landscape Maintenance
   Dates of Service: 9/1/2023

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Matthew Hannan [NAME] as the Business Developer [TITLE] of Yardnique, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 86-3412476 .

2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies:

X_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Matthew Hannan, as Business Developer of Yardnique llc who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced FLDL as identification, and who did/did not take an oath this 15 day of October, 2024.

(stamp)

_____
NOTARY PUBLIC

LISA ANJOU
Notary Public, State of Florida
Commission# HH 364351
My comm. expires May 15, 2027

FIRM INFORMATION

FIRM is a:

(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: 86-3412476

Firm Name: Yardnique, Inc.

Mailing Address: 10014 Chapel Hill Road

Telephone No.: 407-492-3322 Fax No.: N/A

Email Address: matthew.hannan@yardnique.com Web Address: yardnique.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

RFQ #24-PR-020
"PROFESSIONAL GROUNDS MAINTENANCE SERVICES"

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this Agreement/Project. Use of a Sub-contractor(s) may NOT exceed 20% of the annual contract amount.

Sub-Contractor: Phone Number/E-Mail:

N/A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yard-Nique, Inc.

2 Business name/disregarded entity name, if different from above
Trimac Outdoor

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 8699

Requester's name and address (optional)

6 City, state, and ZIP code
Fleming Island, FL 32006

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 6 - 3 4 1 2 4 7 6

Part II Certification

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 8/9/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROPOSAL PRICING SHEET
RFP #24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES

Therefore, the undersigned, hereinafter called "Proposer," hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, the grounds, propose to furnish all labor, equipment, and services without exception, for the "Professional Grounds Maintenance Services". **Grand Total amount will be used for calculation of Cost Score.**

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
CITY HALL	38	86.00	90.00	94.00	98.00	102.00
COMMUNITY BUILDING	38	26.00	27.00	28.00	29.00	30.00
PLANNING BUILDING	38	53.00	55.00	57.00	59.00	61.00
DONNELLY PARK	38	196.00	204.00	212.00	221.00	230.00
GILBERT PARK	38	452.00	470.00	489.00	509.00	529.00
GRANTHAM POINTE	38	132.00	137.00	143.00	149.00	155.00
LIBRARY	38	301.00	313.00	326.00	339.00	353.00
PUBLIC SAFETY BUILDING	38	236.00	245.00	255.00	265.00	276.00
PALM ISLAND PARK /SIMPSON COVE	38	55.00	57.00	59.00	61.00	64.00
SERENITY PARK	38	54.00	56.00	58.00	60.00	62.00
SIMPSON HOUSE	38	48.00	50.00	52.00	54.00	56.00
CLASS "A" PROPERTIES- ANNUAL TOTALS		$ 1,639.00	$ 1,704.00	$ 1,773.00	$ 1,844.00	$ 1,918.00
CLASS "A" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					$ 8,878.00	

Proposal Pricing Sheet (Continued Below)

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
BLAIR PARK	38	53.00	55.00	57.00	59.00	61.00
CHAUTAUQUA PARK	38	29.00	30.00	31.00	32.00	33.00
ELECTRIC STAFF BUILDING (all green areas excluding retention pond area)	38	25.00	26.00	27.00	28.00	29.00
NEW FIRE STATION 35	38	114.00	119.00	124.00	129.00	134.00
CHARLES STREET RIGHT OF WAY	38	37.00	39.00	41.00	43.00	45.00
PARKWAY AVE LOT (LAKE FRANKLIN)	38	14.00	15.00	16.00	17.00	18.00
MLK CENTER	38	20.00	21.00	22.00	23.00	24.00
PINECREST PARK	38	15.00	16.00	17.00	18.00	19.00
ROBIE AVE COMPLEX	38	65.00	68.00	71.00	74.00	77.00
STEIN PARK	38	39.00	41.00	43.00	45.00	47.00
SYLVAN PARK	38	186.00	194.00	202.00	210.00	218.00
FORRES PLAYGROUND	38	55.00	57.00	59.00	61.00	64.00
SUMMERVIEW PARK	38	293.00	305.00	317.00	330.00	343.00
CLASS "B" PROPERTIES- ANNUAL TOTALS		$ 945.00	$ 986.00	$ 1,027.00	$ 1,069.00	$ 1,112.00
CLASS "B" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)					$ 5,139.00	

Proposal Pricing Sheet (Continued Below)

CLASS "C" PROPERTIES
(Public Works/Utilities Properties)

LOCATION	TOTAL CUTS PER YEAR	COST PER CUT Year 1	COST PER CUT Year 2	COST PER CUT Year 3 (Renewal)	COST PER CUT Year 4 (Renewal)	COST PER CUT Year 5 (Renewal)
DORA PINES (storage lot only)	38	11.00	12.00	13.00	14.00	15.00
WATER TREATMENT PLANT #1	38	52.00	54.00	56.00	58.00	60.00
WATER TREATMENT PLANT #2	38	170.00	177.00	184.00	192.00	200.00
WATER TOWER	38	19.00	20.00	21.00	22.00	23.00
ELECTRIC STAFF BUILDING/OLD FS 35 (retention pond area only)	38	21.00	22.00	23.00	24.00	25.00
SPRAYFIELD – 40 ACRES (Bush Hog Mowing)	38	840.00	874.00	909.00	945.00	983.00
WASTEWATER TREATMENT PLANT #1	38	147.00	153.00	159.00	166.00	173.00
WASTEWATER TREATMENT PLANT #2	38	319.00	332.00	345.00	359.00	374.00
LIFT STATION #1	38	12.00	13.00	14.00	15.00	16.00
LIFT STATION #2	38	48.00	50.00	52.00	54.00	56.00
LIFT STATION #4	38	14.00	15.00	16.00	17.00	18.00
LIFT STATION #7	38	22.00	23.00	24.00	25.00	26.00
LIFT STATION #9	38	17.00	18.00	19.00	20.00	21.00
LIFT STATION #11	38	16.00	17.00	18.00	19.00	20.00
LIFT STATION #22	38	18.00	19.00	20.00	21.00	22.00
LIFT STATION #53 & Dry Pond	38	21.00	22.00	23.00	24.00	25.00
RECLAIMED PUMP STATION	38	17.00	18.00	19.00	20.00	21.00
CLASS "C" PROPERTIES- ANNUAL TOTALS		$1764.00	$1,839.00	$ 1,915.00	$1,995.00	$ 2,078.00
CLASS "C" PROPERTIES – SUBTOTAL (ALL 5 YEARS COMBINED)				$ 9,591.00		

Proposal Pricing Sheet (Continued Below)

GRAND TOTAL - (Class A, B & C Subtotals Combined)	$ 23,608.00
Grand Total (written): Twenty Three Thousand Six Hundred Eight Dollars	

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH STATED COSTS.

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 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown above for work actually performed.

Firm: Yardnique

Name: Matt Hannan

Address: 10014 Chapel Hill Rd., Morrisville, NC 27560

Telephone Number: 407-492-3322

Contact Email Address:
matthew.hannan@yardnique.com

Company Authorized Representative Name:
Matthew Hannan

Signature/Date: 10/28/2024

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Sylvan park is missing from the excel sheet but is listed in the PDF scope of work doc.

A1. Sylvan Park has been added to the REVISED Excel Pricing Sheet as attached/uploaded.

Q2. The excel sheet ask for a " Per Cut" price but at the bottom of each section it asks for the "Annual Total", however the Sum Formula set up only totals the "Per cut " amount for 1 service and enters it in the " Annual" cell. Either the Sum Formula in the sheet needs to be corrected or it should be per month versus per cut?

A2. The formulas under the Class B Properties have been corrected in the REVISED Excel Pricing Sheet as attached/uploaded.

Q3. Can you please send out the pre-proposal meeting sign-in sheet?

A3. This was emailed on 10/4/2024 to everyone in attendance. If you were not in attendance you must submit a public records request. You can find the link in answer A5.

Q4. What is the procedure or course of action that will be taken should the upcoming hurricane cause damage or completely change the landscape of one of the service areas? Will the area be deducted from the contract? Considering the expectation of Hurricane Milton to likely affect this area, are there any plans to postpone the bid until after the site can be cleaned up after the storm? Current conditions are likely to drastically be affected in the coming day(s).

A4. No properties were permanently altered by Hurricane Milton. The solicitation dates will not be postponed.

Q5. Can you please send the current contract and the previous bid tab for this project?

A5. You can submit a public records request here via our website.

Q6. In section ‘A Licenses’, under ‘General Terms and Conditions’, what permits and licenses are required for contractor’s bids to be responsive and to fulfill this contract?
~~~~~~

A6. The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

Q7. In regard to 'Agreement Renewal Period' section, at renewal of the contract are contractors allowed to adjust the optional renewal prices put into the pricing sheet based on the Consumer Price Index? Is there a maximum allowable percentage increase per year?

A7. CPI increases will not be utilized, the pricing given at the time of submission on the required price sheets will not be adjusted.

Q8. Is it the intent to award all properties to a single contractor?

A8. The City anticipates award to one contractor but reserves the right to award to multiple contractors if in the best interest of the City.

Q9. How soon after the bid opening should bidders expect to hear news of the bid results and/or award?

A9. The City anticipates adhering to the anticipated schedule as stated in the RFP document, on page 5, for the Evaluation Committee Meeting(s). This schedule is subject to change if it becomes necessary. Intent to Award notice will follow shortly after said meeting(s).

Q10. How many palm trees are there, per location?

A10. Unknown. This is why site visits are strongly suggested.

Q11. Please clarify if irrigation repairs are to be included or are to be additional. One section lists it as a task that is included, but then there is a not below saying not to perform repairs but to notify the representative.

A11. Irrigation repairs are to be made if broken/damaged by the contractor at their own expense. Irrigation inspections are to be done at A sites and staff notified of any issues.

Q12. It is mentioned that the contractor should respond to a service request in 24 hours or there will be a charge to the contractor. The pricing sheet lists 38 visits per year. Will this contract be on a per visit basis, or based on the 38 visits per year? What scenario would include us receiving a service call that is not already scheduled? And what would the charge be to the contractor if not provided within 24 hours?

A12. Primarily per cut scheduled visits, this is only for unforeseen circumstances and would be based on that site price.

Q13. Can leaves be mulched with our mowers if they are equipped with mulching kits, or do they have to be removed? This question is specific to the growing season and does not include the "ANNUAL LEAF REMOVAL" portion of the scope.

A13. Routine mulching of leaves is permitted other than Annual Leaf Removal.

Q14. Under Tab 1 on number 5, the RFP request that we state all existing contracts and hours per week required to complete that work; if a company has well over 1000 active contracts should that company localize the active contracts' list to the local region or state?

A14. Regional contracts are sufficient.

Q15. Under insurance requirements on page 31, it says that the City of Mount Dora must be listed as an additional on the insurance certificate; does the city have to be listed as an additional at the time of submittal or only after the notice of award is issued?

A15. After Award.

Q16. Under '3. Weeding' under 'Technical Specifications/Scope of Work' for Class A, will the interval for weeding maintenance services be the same as that of Class B and Class A?

A16. A & B sites maintain the same weeding schedule.

Q17. Under '1. C. Trimming' under 'Technical Specifications/Scope of Work' please confirm if string trimming to edge if not allowed and should only be used in areas inaccessible to mowers.

A17. String trimming is acceptable.

Q18. Under '4. Mulching' under 'Technical Specifications/Scope of Work' please confirm that 4 3" (three inches depth) mulching removals and mulching services are being requested annually.

A18. Three inches of mulch must be maintained at all times.

Q19. Under '4. Removal of Plant Material' which falls under Class C scope of work, will the installation of new plant material be reimbursed alike Class A and Class B?

A19. No.

Q20. Will boundary maps for each property be provided so that all bidders will bid on the exact same areas?

A20. Maps will not be provided this is why site visits are strongly suggested.

Q21. Please confirm that only the Sprayfield (40 acres) location is to receive bush hog mowing.

A21. Correct.

Q22. Please confirm that the "Firm Information" form on page 40 is the same as "16. Company Information Form". If not, please provide the Company Information Form to all bidders for submission.

A22. Yes.

Q23. Please confirm that subcontracting is not required on this project.

A23. Subcontracting is not required, however the form is and must be filled out and returned with required forms.

Q24. Are the names for the Mandatory Pre- bid meeting posted on the City of Mount Dora website?

A24. No, they were mailed to those in attendance and can be request via a public records request. You can find the link in answer A5.

Q25. What is the current contract amount for this solicitation?

A25. You can request this information via a public records request through our city's website. A link to the exact page is found in answer A5.

Q26. Would you have aerial photos or pictures of all parcels?

A26. We do not. This is why site visits are strongly recommended.

Q27. Are the solar panel areas next to the old fire department and the waste water treatment plant included in the list of properties to be maintained?

A27. No.

Q28. Is the retention pond behind the police department included in the list of properties to be maintained?

A28. No.

Q29. Is the land (forest preserve) behind the library parking lot on the list of properties to be maintained?

A29. No.

Q30. Is the pond behind the Simpson Farmhouse included in the list of properties to be maintained?

A30. No.

Q31. Should the palm trees in the parks be included in the per cut pricing on the pricing sheet? Not a separate billing item?

A31. Yes, for the A services, this is included in the pricing sheet.

Q32. Should the cost of mulch be worked into the pricing sheet?

A32. Yes.

Q33. Is mulching once per year annually or is it quarterly?

A33. This will be done quarterly but must be done to maintain 3" of mulch at all times.

Q34. The bond payment will be required at the time of submission?

A34. The 5% bid bond will be required with bid submission. The payment and performance bond will be required annually from the successful contractor once awarded.

Q35. Was the last solicitation for these services an RFP or an ITB?

A35. It was previously issued as an ITB.

Q36. Cn you post the previous tabulation sheet?

A36. You will need to submit a public records request. You can find a link in answer A5.

Q37. Do you have to bid all three services, A, B, and C?

A37. No you do not.

Q38. Can the sheet be filled out to include all three services and be separate by the committee?

A38. Yes.

Q39. Do you have a budget for this project?

A39. No.

Q40. What is the difference between A, B, and C services?

A40. They are different levels of service starting with A services be the highest level of service and C services being the lowest.

Q41. A service will receive fertilization and pest control?

A41. Yes.

Q42. Evans Park was not included in the list of properties, is it included?

A42. No.

~~~~~~

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Signature acknowledges receipt and understanding of this addendum.

Matthew Hannan / Business Development Manager

Name/Title

October 16, 2024

Date

Reminder of Page Intentionally Left Blank

RFP # 24-PR-020
PROFESSIONAL GROUNDS MAINTENANCE SERVICES
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP #24-PR-020 PROFESSIONAL GROUNDS MAINTENANCE SERVICES** for the above as fully and completely as if the same were fully set forth therein.
~~~~~~

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. It says all responses should be submitted via electronic submission on Demandstar. Should we additionally drop off the bid bond check in person or wait until it is requested at a later date?

A1. You can submit the bid bond electronically with your proposal using the AIA Form 310, (refer to section 7C of the solicitation) or via an irrevocable letter of credit from your financial institution. All reference to bid bond payable by cashier check is hereby deleted.

Q2. Should the bid bond check be equal to the total amount bid for all services over 1 year multiplied by .05?

A2. The bid bond will be for 5% of the subtotal of year one, for classes A, B and C.

Q3. Unfortunately, I was not able to attend the pre-bid meeting for this RFP. Is there any option for me to still submit a bid for this project?

A3. No, the pre-bid meeting was a mandatory meeting.

~~~~~~

~~~~~~

Signature acknowledges receipt and understanding of this addendum.

Business Developer

Name/Title

10/30/2024

Date
~~~~~~

Landscape Maintenance Services Costs

Fee Summary

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
CITY HALL	38	$ 86.00	$ 90.00	$ 94.00	$ 98.00	$ 102.00
COMMUNITY BUILDING	38	$ 26.00	$ 27.00	$ 28.00	$ 29.00	$ 30.00
PLANNING BUILDING	38	$ 53.00	$ 55.00	$ 57.00	$ 59.00	$ 61.00
DONNELLY PARK	38	$ 196.00	$ 204.00	$ 212.00	$ 221.00	$ 230.00
GILBERT PARK	38	$ 452.00	$ 470.00	$ 489.00	$ 509.00	$ 529.00
GRANTHAM POINTE	38	$ 132.00	$ 137.00	$ 143.00	$ 149.00	$ 155.00
LIBRARY	38	$ 301.00	$ 313.00	$ 326.00	$ 339.00	$ 353.00
PUBLIC SAFETY BUILDING	38	$ 236.00	$ 245.00	$ 255.00	$ 265.00	$ 276.00
PALM ISLAND PARK/SIMPSON COVE	38	$ 55.00	$ 57.00	$ 59.00	$ 61.00	$ 64.00
SERENITY PARK	38	$ 54.00	$ 56.00	$ 58.00	$ 60.00	$ 62.00
SIMPSON HOUSE	38	$ 48.00	$ 50.00	$ 52.00	$ 54.00	$ 56.00
CLASS "A" PROPERTIES -ANNUAL TOTALS:		$ 1,639.00	$ 1,704.00	$ 1,773.00	$ 1,844.00	$ 1,918.00
CLASS "A" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**8,878.00**

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
BLAIR PARK	38	$ 53.00	$ 55.00	$ 57.00	$ 59.00	$ 61.00
CHAUTAUQUA PARK	38	$ 29.00	$ 30.00	$ 31.00	$ 32.00	$ 33.00
ELECTRIC STAFF BUILDING (ALL GREEN AREAS EXCLUDING RETENTION POND AREA)	38	$ 25.00	$ 26.00	$ 27.00	$ 28.00	$ 29.00
NEW FIRE STATION 35	38	$ 114.00	$ 119.00	$ 124.00	$ 129.00	$ 134.00
CHARLES STREET - RIGHT OF WAY	38	$ 37.00	$ 39.00	$ 41.00	$ 43.00	$ 45.00
PARKWAY AVE LOT (LAKE FRANKLIN)	38	$ 14.00	$ 15.00	$ 16.00	$ 17.00	$ 18.00
MLK CENTER	38	$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00
PINECREST PARK	38	$ 15.00	$ 16.00	$ 17.00	$ 18.00	$ 19.00
ROBIE AVE COMPLEX	38	$ 65.00	$ 68.00	$ 71.00	$ 74.00	$ 77.00
STEIN PARK	38	$ 39.00	$ 41.00	$ 43.00	$ 45.00	$ 47.00
SYLVAN PARK	38	$ 186.00	$ 194.00	$ 202.00	$ 210.00	$ 218.00
FORRES PLAYGROUND	38	$ 55.00	$ 57.00	$ 59.00	$ 61.00	$ 64.00
SUMMERVIEW PARK	38	$ 293.00	$ 305.00	$ 317.00	$ 330.00	$ 343.00
CLASS "B" PROPERTIES -ANNUAL TOTALS:		$ 945.00	$ 986.00	$ 1,027.00	$ 1,069.00	$ 1,112.00
CLASS "B" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**5,139.00**

CLASS "C" PROPERTIES
(Public Works & Utilities Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
DORA PINES (STORAGE LOT ONLY)	38	$ 11.00	$ 12.00	$ 13.00	$ 14.00	$ 15.00
WATER TREATEMENT PLANT #1	38	$ 52.00	$ 54.00	$ 56.00	$ 58.00	$ 60.00
WATER TREATEMENT PLANT #2	38	$ 170.00	$ 177.00	$ 184.00	$ 192.00	$ 200.00
WATER TOWER	38	$ 19.00	$ 20.00	$ 21.00	$ 22.00	$ 23.00
ELECTRIC STAFF BUILDING/OLD FS35 (RETENTION POND AREA ONLY	38	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00
SPRAYFIELD - 40 ACRES (BUSH HOG MOWING)	38	$ 840.00	$ 874.00	$ 909.00	$ 945.00	$ 983.00
WASTEWATER TREATMENT PLANT #1	38	$ 147.00	$ 153.00	$ 159.00	$ 166.00	$ 173.00
WASTEWATER TREATMENT PLANT #2	38	$ 319.00	$ 332.00	$ 345.00	$ 359.00	$ 374.00
LIFT STATION #1	38	$ 12.00	$ 13.00	$ 14.00	$ 15.00	$ 16.00
LIFT STATION #2	38	$ 48.00	$ 50.00	$ 52.00	$ 54.00	$ 56.00
LIFT STATION #4	38	$ 14.00	$ 15.00	$ 16.00	$ 17.00	$ 18.00
LIFT STATION #7	38	$ 22.00	$ 23.00	$ 24.00	$ 25.00	$ 26.00
LIFT STATION #9	38	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
LIFT STATION #11	38	$ 16.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
LIFT STATION #22	38	$ 18.00	$ 19.00	$ 20.00	$ 21.00	$ 22.00
LIFT STATION #53 & DRY POND	38	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00
RECLAIMED PUMP STATION	38	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
CLASS "C" PROPERTIES -ANNUAL TOTALS:		$ 1,764.00	$ 1,839.00	$ 1,915.00	$ 1,995.00	$ 2,078.00
CLASS "C" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**9,591.00**
GRAND TOTAL AMOUNT (CLASS A, B & C PROPERTIES SUBTOTALS COMBINED)		**$**				**23,608.00**
GRAND TOTAL AMOUNT (Written):		**Twenty Three Thousand Six Hundred Eight Dollars**				

EXHIBIT C

Yardnique, Inc Fee Schedule

EXHIBIT "D" - RFP 24-PR-020 REVISED PRICING SHEET (EXCEL)

CLASS "A" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
CITY HALL	38	$ 86.00	$ 90.00	$ 94.00	$ 98.00	$ 102.00
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GRANTHAM POINTE	38	$ 132.00	$ 137.00	$ 143.00	$ 149.00	$ 155.00
LIBRARY	38	$ 301.00	$ 313.00	$ 326.00	$ 339.00	$ 353.00
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SIMPSON HOUSE	38	$ 48.00	$ 50.00	$ 52.00	$ 54.00	$ 56.00
CLASS "A" PROPERTIES -ANNUAL TOTALS:		$ 1,639.00	$ 1,704.00	$ 1,773.00	$ 1,844.00	$ 1,918.00
CLASS "A" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**337,364.00**

CLASS "B" PROPERTIES
(Parks & Recreation Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
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SYLVAN PARK	38	$ 186.00	$ 194.00	$ 202.00	$ 210.00	$ 218.00
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SUMMERVIEW PARK	38	$ 293.00	$ 305.00	$ 317.00	$ 330.00	$ 343.00
CLASS "B" PROPERTIES -ANNUAL TOTALS:		$ 945.00	$ 986.00	$ 1,027.00	$ 1,069.00	$ 1,112.00
CLASS "B" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**195,282.00**

CLASS "C" PROPERTIES
(Public Works & Utilities Locations)

LOCATION	CUTS PER YEAR	COST PER CUT YEAR 1	COST PER CUT YEAR 2	COST PER CUT YEAR 3 (Renewal)	COST PER CUT YEAR 4 (Renewal)	COST PER CUT YEAR 5 (Renewal)
DORA PINES (STORAGE LOT ONLY)	38	$ 11.00	$ 12.00	$ 13.00	$ 14.00	$ 15.00
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WATER TREATEMENT PLANT #2	38	$ 170.00	$ 177.00	$ 184.00	$ 192.00	$ 200.00
WATER TOWER	38	$ 19.00	$ 20.00	$ 21.00	$ 22.00	$ 23.00
ELECTRIC STAFF BUILDING/OLD FS35 (RETENTION POND AREA ONLY)	38	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00
SPRAYFIELD - 40 ACRES (BUSH HOG MOWING)	38	$ 840.00	$ 874.00	$ 909.00	$ 945.00	$ 983.00
WASTEWATER TREATMENT PLANT #1	38	$ 147.00	$ 153.00	$ 159.00	$ 166.00	$ 173.00
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LIFT STATION #9	38	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
LIFT STATION #11	38	$ 16.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
LIFT STATION #22	38	$ 18.00	$ 19.00	$ 20.00	$ 21.00	$ 22.00
LIFT STATION #53 & DRY POND	38	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00
RECLAIMED PUMP STATION	38	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
CLASS "C" PROPERTIES -ANNUAL TOTALS:		$ 1,764.00	$ 1,839.00	$ 1,915.00	$ 1,995.00	$ 2,078.00
CLASS "C" PROPERTIES - SUBTOTAL (ALL 5 YEARS COMBINED)		**$**				**364,458.00**
GRAND TOTAL AMOUNT (CLASS A, B & C PROPERTIES SUBTOTALS COMBINED)		**$**				**897,104.00**
GRAND TOTAL AMOUNT (Written):						**/ 100**

himself/herself fully in regard to all conditions to the work to be done, and 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 City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. 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 and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown above for work actually performed.

Firm: Yardnique Inc.

Name: Matthew Hannan

Address: 10014 Chapel Hill Rd, Morrisville, NC 27560

Telephone Number: (407) 492-3322

Contact Email Address: matthew.hannan@yardnique.com

Company Authorized Representative Name: Matthew Hannan

Signature/Date: _____
AUTHORIZED AGENT

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

End of Proposal Pricing Sheet

EXHIBIT D

Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

_____	_____
Authorized Signature	Company
_____	_____
Printed Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Operational Assistance and Voluntary Cooperation Mutual Aid Agreement Between the Orange County Sheriff's Office and the City of Mount Dora and the Mount Dora Police Department

---

Introduction:
This is a request for Council to approve the Operational Assistance and Voluntary Cooperation Mutual Aid Agreement between the Orange County Sheriff's Office and the City of Mount Dora.

Discussion:
The City of Mount Dora and Orange County are situated in a manner where it is advantageous for the Orange County Sheriff's Office and/or the Mount Dora Police Department to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to law enforcement emergencies.

Law enforcement mutual aid is an agreement between two or more law enforcement agencies, where the agencies agree to provide voluntary cooperation and other assistance across jurisdictional lines. These mutual aid agreements were developed as a means to respond to natural or man-made disasters, emergencies and other major events that cross jurisdictional lines, while maintaining the same powers, duties, rights, privileges and immunities as if the law enforcement officer was performing his duties inside his jurisdiction.

The City of Mount Dora and Orange County currently share jurisdictional borders. As a result, it is advantageous to the Mount Dora Police Department and the Orange County Sheriff's Office to occasionally receive and extend mutual aid to adequately respond to law enforcement emergencies and events.

Budget Impact:
The sending agencies absorb the costs associated with their personnel and resources.

Strategic Impact:

Mutual aid agreements allow for agencies to quickly request or provide personnel and resources in the event of law enforcement emergencies.

Recommendation:

The Mount Dora Police Department requests City Council approval of the Mutual Aid Agreement between the City of Mount Dora and the Orange County Sheriff's Office.

Attachment(s):

1. COMBINED MUTUAL AID OCSO AND CITY MOUNT DORA 2024 - 2028

Prepared by:	Michael Gibson, Chief of Police	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 12/10/2024
	Matthew Dodson, Budget Officer	Approved - 12/11/2024
	Rita Meade, Finance Director	Approved - 12/11/2024
	City Attorney, City Attorney	Approved - 12/20/2024
	Jeanann Hand, City Clerk	Approved - 12/20/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/20/2024

COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
JANUARY 1, 2025, through DECEMBER 31, 2028

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) intensive law enforcement situations including, but not limited to, emergencies as defined by the term "emergency" per section 252.34, Florida Statutes (2024); and

(2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Orange County Sheriff's Office, Florida ("OCSO"), and the City of Mount Dora, Florida ("City"), have the authority under Part I, Chapter 23, Florida Statutes, the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement services which:

(1) provides for rendering of assistance in a law enforcement emergency, as defined in section 252.34, Florida Statutes; and

(2) permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, **therefore**, the Parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing Parties hereby approve and enter into this Agreement whereby each of the Parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the Parties hereby approve and enter into this Agreement whereby each Party may request and render law enforcement assistance to the other in dealing with any violations of Florida Law to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and interagency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A Party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Mount Dora, Florida via U.S. Mail shall be addressed to Chief of Police, Mount Dora Police Department, 1300 N Donnelly Street, Mount Dora, Florida, 32757. Each Party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. Neither Party shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding Party determines they are needed within its jurisdiction.

E. Upon request by the other Party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other Party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other Party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other Party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken by a City police officer during a law enforcement emergency described below, then the City police officer shall take appropriate action to notify OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A City police officer in unincorporated Orange County witnesses a forcible felony, as defined by section 776.08, Florida Statutes, or other crime of violence against a person.

2. A City police officer in unincorporated Orange County observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.

3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.

4. A City police officer taking law enforcement action pursuant to Sections III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).

I. A City police officer outside of their jurisdiction is empowered under this Agreement to take law enforcement action to conduct or assist an investigation related to Driving Under the Influence ("DUI"), including enforcement of sections 316.193 through 316.1934, Florida Statutes, or crimes ancillary thereto.

J. A City police officer outside of their jurisdiction is empowered under this Agreement to take law enforcement action to continue an investigation of a crime which began in their jurisdiction anywhere within Orange County for the purpose of:

1. transporting a subject directly from the originating jurisdiction to the OCSO DUI Facility, or the Orange County Jail.

2. booking a subject into the Orange County Jail, or any other matter that occurs at the Orange County Jail ancillary to the transportation, search, and booking of a subject who was arrested in the transporting City's jurisdiction.

3. interviewing witnesses, victims, or suspects.

4. collection of evidence, except pursuant to a search or seizure warrant.

The Parties recognize that the above-referenced activities may not constitute law enforcement action and that operational assistance should only requested to the extent required by law.

K. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

L. Except as specifically authorized in Section III (H, I, and J) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts**: Whenever a law enforcement officer from one of the Parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints**: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. the identity of the complainant.

2. an address where the complaining party can be contacted.

3. the specific allegation.

4. the identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such Party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions and limitations of section 768.28, Florida Statutes, where applicable. Neither Party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of section 23.127(1), Florida Statutes, an employee of a Party who renders aid outside that Party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A Party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The Parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each Party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2028. If they so agree in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: TERMINATION

A Party may terminate this Agreement for convenience upon delivery of written notice to the other Party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training**: Each Party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each Party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation**: If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (sections 932.701-7062, Florida Statutes) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each Party. The Parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the Parties shall confer to arrive at an appropriate formula.

C. **Powers**: Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one Party to the other.

D. **Law Enforcement Related Off-Duty Employment**: This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages**: This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Parties hereto, the right to damages or any other form of relief against any Party to this Agreement for operations or omissions hereunder.

F. **Conflicts with Florida Mutual Aid Act**: In the event of a conflict between the provisions of this Agreement and the Florida Mutual Aid Act, the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments**: This Agreement contains the entire understanding between the Parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. Venue for any litigation arising hereunder shall lie in Orange County, Florida.

I**n witness whereof**, the Parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

ORANGE COUNTY SHERIFF'S OFFICE, FLORIDA

_____
John W. Mina
as Sheriff of Orange County, Florida

Date:_____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2024.

_____
General Counsel

MOUNT DORA POLICE DEPARTMENT

_____
Mike Gibson, Chief of Police

Date:_____

APPROVED:
MOUNT DORA, FLORIDA

ATTEST:

_____
Jeananne Hand, City Clerk

_____
James Homich, Mayor

APPROVED BY THE CITY
COUNCIL OF THE CITY
OF MOUNT DORA, FLORIDA, AT A
MEETING HELD ON
_____.
(AGENDA ITEM _____)

FOR USE AND RELIANCE ONLY BY
THE CITY OF MOUNT DORA , FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____ 2024.

_____
Patrick Brackins, City Attorney

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Memorandum of Understanding (MOU) for the Mid-Florida SWAT Team Task Force

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Introduction:
This is a request for Council to approve the MOU for the Mid-Florida SWAT Team Task Force

Discussion:
The Mount Dora Police Department, along with the Clermont Police Department, the Eustis Police Department, the Groveland Police Department and the Leesburg Police Department formed the inter-agency Special Weapons and Tactics (SWAT) team known as the Mid-Florida SWAT Team Task Force. The purpose of the Mid-Florida SWAT Team Task Force is to have a SWAT team that is immediately available for high risk law enforcement responses. The subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive law enforcement situations and continuing multi-jurisdictional law enforcement problems.

Budget Impact:
The contributing agencies absorb the personnel and resource costs of their personnel.

Strategic Impact:
Public Safety.

Recommendation:
Council approve the MOU for the Mid-Florida SWAT Team Task Force.

Attachment(s):
1. MOU MID F SWAT 2024 Final 12.11.24

Prepared by:	Michael Gibson, Chief of Police	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 12/16/2024
	Matthew Dodson, Budget Officer	Approved - 12/16/2024
	Rita Meade, Finance Director	Approved - 12/16/2024
	City Attorney, City Attorney	Approved - 12/20/2024
	Jeanann Hand, City Clerk	Approved - 12/20/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/20/2024

2024-2027 MEMORANDUM OF UNDERSTANDING
FOR THE MID-FLORIDA SWAT TEAM TASK FORCE

CLERMONT POLICE DEPARTMENT
EUSTIS POLICE DEPARTMENT
GROVELAND POLICE DEPARTMENT
LEESBURG POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT

WHEREAS, the City of Clermont, the City of Eustis, the City of Groveland, the City of Leesburg, and the City of Mount Dora, along with several other municipalities, have entered into that duly signed Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement dated August 6, 2024 ("Mutual Aid Agreement"), which is in effect for a period of five (5) years; and

WHEREAS, "Section II, Provisions for Operational Assistance" in the Mutual Aid Agreement allows agencies that are party to the Mutual Aid Agreement to request and render law enforcement assistance to the other agencies which are party thereto, including but not limited to the establishment and operation Inter-Agency task forces such as Special Weapons and Tactics teams ("SWAT teams"); and

WHEREAS, the Clermont Police Department, the Eustis Police Department, the Groveland Police Department, the Leesburg Police Department, and the Mount Dora Police Department ("Participating Agencies") formed the inter-agency SWAT team known as the Mid-Florida SWAT Team Task Force (hereinafter "MID-FLORIDA SWAT") and believe that the continued operation of MID-FLORIDA SWAT per the terms of this Agreement will allow for the most economical and efficient use of their respective SWAT team resources; and

WHEREAS, this Agreement sets forth general terms for operation of MID-FLORIDA SWAT by the Participating Agencies.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. MID-FLORIDA SWAT is a multi-agency unit, created by the Participating Agencies. MID-FLORIDA SWAT is organized and formulated to allow the Participating Agencies to work together to respond to calls that require the specialized services of a SWAT team per the terms of this Agreement.

B. The Participating Agencies incorporate the terms of Mutual Aid Agreement into this Agreement in entirety and this Agreement shall be deemed the continued formalization of a SWAT Task Force contemplated by Section II of that agreement.

C. The Chief of Police, or his/her designee, from each Participating Agency will act as a member of the Board of Directors for MID-FLORIDA SWAT ("Board of Directors"). The Board of Directors will develop command structures, develop protocols, and ensure team members are trained in compliance with professional standards.

D. Each Participating Agency shall designate a representative that has the authority to request or render SWAT team assistance on behalf of their agency.

E. When services are requested, each designated representative will evaluate the request for services and his/her available resources, and respond in a manner he/she deems appropriate.

F. The Chief of Police, or their designee, of the jurisdiction where the SWAT activity is located will act as the High-Risk Incident Commander ("HRIC") for events occurring within their jurisdiction.

G. Whenever a team member of a Participating Agency is rendering assistance under this Agreement, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If at any time, any rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of MID-FLORIDA SWAT then such rule, regulation, policy, general order or procedure of the employing agency shall control and shall supersede the direct order of the superior officer of MID-FLORIDA SWAT.

H. If a complaint has been lodged against any team member of MID-FLORIDA SWAT, that complaint will be forwarded to the Chief of Police (or his/her designee) of the team member's employing agency to be handled pursuant to the policy and procedures of the employing agency.

I. While present outside the MID-FLORIDA SWAT team member's jurisdiction by request of another agency, MID-FLORIDA SWAT team members may detain, search, and arrest individuals during their MID-FLORIDA SWAT assignment as if they were inside their own jurisdiction. If any crime occurs in the MID-FLORIDA SWAT team member's presence while executing their duties pursuant to this MOU, said MID-FLORIDA SWAT team member is empowered to render law enforcement assistance.

J. Each Participating Agency engaging in any assistance pursuant to this Agreement understands that the provisions of the Mutual Aid Agreement apply, including but not limited to: Section V. *Liability*, Section VI: *Powers, Privileges, Immunities, and Costs*, and Section VII. *Insurance Provisions*. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.

K. MID-FLORIDA SWAT team members of each Participating Agency when engaging in assistance outside of their jurisdictional limits, under the terms of this Agreement, shall, pursuant to provisions of state statute have the same powers, duties, rights, privileges and immunities as if the MID-FLORIDA SWAT team member was performing duties within the team member's jurisdiction in which normally employed.

L. This Agreement will be in effect until the expiration of the Mutual Aid Agreement. This agreement may be canceled by any party upon delivery of written notice to the other parties.

In Witness Whereof, the parties hereto cause these presents to be signed on the date specified.

[SIGNATURE PAGES TO FOLLOW]

CITY OF CLERMONT POLICE DEPARTMENT

_____
Chief Charles Broadway
Clermont Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

_____
Brian Bulthuis
City Manager
Dated:

CITY OF EUSTIS POLICE DEPARTMENT

_____
Chief Craig Capri
Eustis Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

_____
Tom Carrino
City Manager
Dated:

CITY OF GROVELAND POLICE DEPARTMENT

_____
Chief Shawn Ramsey
Groveland Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

_____
Michael Hein
City Manager
Dated:

CITY OF LEESBURG POLICE DEPARTMENT:

_____
Chief Joseph Iozzi
Leesburg Police
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

_____
Al Minner
City Manager
Dated:

[Type here] [Type here] [Type here]

CITY OF MOUNT DORA POLICE DEPARTMENT

_____	_____
Chief Mike Gibson	James Hornich, Mayor
Mount Dora Police Department	City of Mount Dora
Dated: _____	Dated: _____

ATTEST:

_____
Jeanann Hand, City Clerk

Sign: _____

Print: Patrick Brackins/Andrew Hand, City Attorney
Dated: _____

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Ratification of the Tenth Extension of Resolution 2024-40, Local State of Emergency Related to Hurricane Milton

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Introduction:
This is a request for Council to ratify Tenth extension of Resolution 2024-40, State of Emergency Related to Hurricane Milton.

Discussion:
Section 252.38(3)(a)(5), *Florida Statutes,* provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community. On October 7, 2024, at 10:00 a.m., in preparation for the arrival of Hurricane Milton, an emergency meeting of the Mount Dora City Council was held, and City Council adopted Resolution 2024-40, Local State of Emergency Related to Hurricane Milton.

Chapter 252, *Florida Statutes,* and Resolution 2024-40 permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable. To ensure the health, safety, and welfare of the community, its residents and public facilities, the City of Mount Dora extended the local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration.

Due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including December 9, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted	Date Ratified	Extension Expires
1st	10/14/24	11/04/24	10/21/24
2nd	10/21/24	11/04/24	10/28/24
3rd	10/28/24	11/04/24	11/05/24
4th	11/04/24	11/04/24	11/11/24
5th	11/11/24	12/03/24	11/18/24
6th	11/18/24	12/03/24	11/25/24
7th	11/25/24	12/03/24	12/02/24
8th	12/2/24	01/07/25	12/09/24
9th	12/9/24	12/17/24	12/16/24
10th (FINAL)	12/16/24	01/07/25	12/23/24

Budget Impact:
In the event any expenses are incurred as a result of Hurricane Milton, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:
Public safety.

Recommendation:
Staff requests Council ratify the tenth extension of Resolution 2024-40.

Attachment(s):
1. Reso No. 2024-40 (with Extensions 1-10) State of Emergency Related to Tropical Storm-Hurricane Milton

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 12/16/2024
	Rita Meade, Finance Director	Approved - 12/16/2024
	City Attorney, City Attorney	Approved - 12/20/2024
	Jeanann Hand, City Clerk	Approved - 12/20/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/20/2024

EMERGENCY RESOLUTION NO. 2024-40

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM MILTON; PROVIDING THE MAYOR AND THE CITY MANAGER WITH EMERGENCY POWERS, INCLUDING BUT NOT LIMITED TO, THOSE PURSUANT TO CHAPTER 252, FLORIDA STATUTES, THE CITY CHARTER, AND CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5, 2024, Governor Ron DeSantis issued Executive Order 24-214, declaring a state of emergency for a number of counties across the State of Florida, including Lake County, due to the dangers presented by Tropical Strom Milton; and

WHEREAS, the forecast indicates that this system will become a large and powerful hurricane before landfall, and there is a significant threat of life-threatening storm surge and damaging wind gusts for the Florida Gulf Coast; and

WHEREAS, due to the system's size, the accompanying storm surge, wind, and rainfall impacts will extend across the Florida peninsula, and the faster forward approach of this system will likely result in farther inland penetration of strong winds and heavy rains even after landfall; and

WHEREAS, rainfall between four to twelve inches of rain is expected across the Florida peninsula, which is still saturated from the effects of Hurricane Helene, and which will likely lead to flash and riverine flooding, power outages, downed trees, and other impacts threating the health, safety and welfare of the public, as well as damage to the operational ability of critical public infrastructure, such as roadways, electric, water, and wastewater public utilities; and

WHEREAS, because of the forgoing conditions, which are projected to constitute a major disaster, on October 5, 2024, Governor DeSantis issued Executive Order 24-214; and

WHEREAS, Section 252.38, *Florida Statutes,* declares it the innate responsibility of local government to safeguard the life and property of its citizens; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes,* provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

WHEREAS, Section 252.34, *Florida Statutes,* defines "emergency" as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, there is a the potential for damage to critical City infrastructure, including public buildings, communication systems, streets, roads, facilities, utilities, and to commercial and residential buildings city-wide; and

WHEREAS, the City of Mount Dora should take timely precautions to protect public and private property and members of the public from the potential effects of Tropical Storm Milton; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its employees, citizens and visitors to declare a local state of emergency and indicate the parameters related to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Declaring a Local State of Emergency. A state of local emergency exists, stemming from Tropical Storm Milton, which poses a threat to the State of Florida, as declared by Governor DeSantis, including Lake County. To the extent necessary under the circumstances and as the status of Tropical Storm Milton changes, certain procedures and formalities otherwise required of the City may be waived, as collectively determined by the Mayor, the City Manager and the City Attorney, to ensure that the City can continue providing day to day operations with as little disruption as possible. Pursuant to Article IV, Section 18 of the City Charter, the Mayor has the authority to take necessary actions in emergency situations which shall extend until the next meeting of the City Council. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), *Florida Statutes* and include but are not limited to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
b. entering into contracts;
c. incurring obligations;

d. employment of permanent and temporary workers;
e. utilization of volunteer workers;
f. rental of equipment;
g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
h. appropriation of expenditure of public funds;
i. temporary modifications to working environment and procedures.

SECTION 3. Emergency Event Response Pay Not Applicable. For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day to day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

SECTION 4. Establishment and Enforcement of Curfew. The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of Tropical Storm Milton changes. Said emergency powers of the Mayor shall not limit the Mayor's authority to act in emergency situations under Article IV, Section 18 of the City of Mount Dora's Charter until the next meeting of the City Council.

SECTION 5. Duration of Local State of Emergency. This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days. In addition, should a quorum of the City Council not be reasonably possible, the Mayor or the City Manager or his designee may execute any such extensions of this Resolution, which may be ratified at the next meeting of the City Council.

SECTION 6. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution, including, in the absence of a quorum of the city Council, the execution of any extensions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. Savings Clause. All prior actions of the City of Mount Dora pertaining to the state of local emergency related to Tropical Storm Milton, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 11. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of October, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins
City Attorney

FIRST EXTENSION OF Resolution 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective October 14, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 21, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 14, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

SECOND EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective October 21, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 28, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 21, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

THIRD EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective October 28, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 5, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 28, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

FOURTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 1, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 4, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 11, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 4, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

FIFTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 11, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and

including November 18, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 11, 2024.

Vince Sandersfeld

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

SIXTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November 18, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 25, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 18, 2024.

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

SEVENTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective November **25**, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 2, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on November 25, 2024.

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

EIGHTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

WHEREAS, on November 25, 2024, the City extended the declared local state of emergency until December 2, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective December 2, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 9, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on December 2, 2024.

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins
Patrick Brackins, City Attorney

NINTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joseph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

WHEREAS, on November 25, 2024, the City extended the declared local state of emergency until December 2, 2024; and

WHEREAS, on December 2, 2024, the City extended the declared local state of emergency until December 9, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective December 9, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 16, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on December 9 , 2024.

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins, City Attorney

TENTH EXTENSION OF RESOLUTION 2024-40

WHEREAS, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

WHEREAS, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

WHEREAS, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

WHEREAS, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

WHEREAS, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

WHEREAS, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

WHEREAS, on October 28, 2024, the City extended the declared local state of emergency until November 4, 2024; and

WHEREAS, on November 4, 2024, the City extended the declared local state of emergency until November 11, 2024; and

WHEREAS, on November 11, 2024, the City extended the declared local state of emergency until November 18, 2024; and

WHEREAS, on November 18, 2024, the City extended the declared local state of emergency until November 25, 2024; and

WHEREAS, on November 25, 2024, the City extended the declared local state of emergency until December 2, 2024; and

WHEREAS, on December 2, 2024, the City extended the declared local state of emergency until December 9, 2024; and

WHEREAS, on December 9, 2024, the City extended the declared local state of emergency until December 16, 2024; and

WHEREAS, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by

general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

NOW THEREFORE, BE IT RESOLVED that effective December 2, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 23, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on December 16, 2024.

Vince Sandersfeld
City Manager of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency:

Patrick Brackins

Patrick Brackins, City Attorney

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Approval of Piggyback Agreement with Atlantic Pipe Services LLC, Hinterland Group Inc., and Vortex Services LLC for Storm Pipe Inspections, Cleaning and Repairs

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Introduction:
This is a request for council to approve piggyback agreements with the three storm pipe inspection, cleaning and repair service firms that are under contract with Village Center Community Development District (The Villages) RFP # 24P-007. These firms are:

- Atlantic Pipe Services LLC
- Hinterland Group Inc.
- Vortex Services LLC

Discussion:
The intent of these services is to procure qualified, manufacturer-certified applicators to provide all adequate and appropriate labor, supervision, parts and materials, equipment, and tools necessary for complete storm drain cleaning, repairs and maintenance of City-owned storm pipes as assigned. These piggyback agreements will support the City in the maintenance of vital stormwater infrastructure.

Budget Impact:
Projects will be initiated on an as-needed basis and funded by roads & streets or stormwater general ledger accounts, upon approval.

Strategic Impact:
Objective 2.4 Sustain City Infrastructure.

Recommendation:
Council to approve piggyback agreements for storm pipe inspections, cleaning and repairs with:

- Atlantic Pipe Services LLC
- Hinterland Group Inc.
- Vortex Services LLC.

Attachment(s):

1. Atlantic Pipe Piggyback - Storm Pipe (001)(HRN 10272024)signed-1
2. Hinterland Group Piggyback - Storm Pipe (with exhibits)(11.22.2024) - HGI Signed
3. Vortex Services Piggyback - Storm Pipe (with exhibits)(11.22.2024)signed

Prepared by:	Johnny Reynolds, Project Manager	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 12/20/2024
	Matthew Dodson, Budget Officer	Approved - 12/20/2024
	Rita Meade, Finance Director	Approved - 12/20/2024
	City Attorney, City Attorney	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **ATLANTIC PIPE SERVICES, LLC**, a Florida corporation located at 1420 Martin Luther King Jr. Blvd., Sandford, Florida 32771 (the "CONTRACTOR") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Services Agreement for Storm Pipe Inspections, Cleaning, and Repairs between the Village Center Community Development District (the "District"), and CONTRACTOR, dated April 10, 2024, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by the District through the District's RFP #24P-007, attached hereto as **Exhibit "B"** and made a binding part hereof by this reference; and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide the services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through September 30, 2026, and may be renewed for one (1) additional two-year period upon written mutual agreement by the CITY and CONTRACTOR. **The prices awarded by CONTRACTOR shall remain fixed for the initial term of the Agreement.** Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety-day (90) written notice of non-renewal.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract and its attachments (**Exhibit "A"**) and RFP #24P-007 (**Exhibit "B"**) (collectively referred to hereinafter as the "Original Contract Documents"). Notwithstanding any contrary provision in the Original Contract Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

CITY:	City of Mount Dora Attn: City Manager 510 N. Baker Street Mount Dora, Florida 32757
Copy to:	Patrick Brackins, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy; Suite 100 Maitland, Florida 32751
CONTRACTOR:	Atlantic Pipe Services, LLC Attn: Allan Cagle, President 1420 Martin Luther King Jr. Blvd. Sandford, Florida 32771

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO**.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract Documents, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

The services to be performed in accordance with this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. INDEMNIFICATION.

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

(F) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

(G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 15. DISPUTE RESOLUTION.

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the State or Federal court of appropriate jurisdiction located in Lake County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit "C"**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract

with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR hereby certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of the City of Mount Dora only
Approved as to form:

_____
Patrick Brackins, City Attorney

ATLANTIC PIPE SERVICES, LLC

Allan Cagle

Print: Allan Cagle

Title: President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged and sworn to before me by means of [X] physical presence or [ ] online notarization of _____, as President of Atlantic Pipe Services, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 9th day of December, 2024.

(stamp)

Notary Public State of Florida
Natasha Nilsen
My Commission
HH 184473
Exp.10/10/2025

NOTARY PUBLIC

Attachments:

Exhibit A – Underlying Contract

Exhibit B – District RFP #24P-007

Exhibit C – Insurance Requirements

Exhibit D – Human Trafficking Affidavit

Exhibit "A"
Underlying Contract between
Village Center Community Development District
and
Atlantic Pipe Services, LLC

AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND ATLANTIC PIPE SERVICES, LLC FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS RFP #24P-007

THIS AGREEMENT is made effective this 10th day of April 2024 (hereafter referred to as the :Effective Date", by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **ATLANTIC PIPE SERVICES, LLC** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspection, Cleaning & Repair Services, and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspection, Cleaning & Repair Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspection, Cleaning & Repair Services 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 SUPPLIER, 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 Storm Pipe Inspection, Cleaning & Repair Services, Request for Proposals (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

   1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

   1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

   1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way 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 SUPPLIER.

   1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9
4.13 E-Verify Contractor/Subcontractor Affidavit

4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be the Effective Date through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5%.

6. **INSURANCE**

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

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 SUPPLIER

is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER 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, SUPPLIER shall: 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 SUPPLIER 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, SUPPLIER shall submit to DISTRICT SUPPLIER'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 SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.

7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER 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 SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. **WARRANTY**

8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Wallpaper Installation & Removal material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

9. **SELF HELP BY DISTRICT**

9.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the

reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

9.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

9.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

9.5 **SATISFACTORY PERFORMANCE**

9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

9.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

10. **ASSIGNMENT**

10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

11. NOTICE OF SALE OR MERGER

11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

12. **BREACH OF CONTRACT**

12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

13. **OTHER MATTERS**

13.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

13.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

13.3 The obligations of the SUPPLIERS 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.

13.4 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.

13.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

13.6 SUPPLIER 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.

13.7 SUPPLIER 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 SUPPLIER 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.

13.8 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 SUPPLIER 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.

13.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

13.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

13.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.

14. **SUPPLIER'S REPRESENTATIONS**

14.1 SUPPLIER makes the following representations:

14.2 SUPPLIER 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.

14.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

14.4 SUPPLIER 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.

14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

14.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER 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.

14.7 Equal Opportunity: SUPPLIER 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.

14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **ATLANTIC PIPE SERVICES, LLC** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**ATLANTIC PIPE SERVICES, LLC**
By: Kelly Flores	By: Allan Cagle
Kelly Flores Print Name	Allan Cagle Print Name
Chair Print Title	President Print Title
4/10/24 Date	3/8/2024 Date
Attest	Attest: Jessica Macy

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs

ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
	DIVING, PLUGGING, AND DEWATERING			
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$550.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$750.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$950.00
4	Plug Rental	15 INCH	WK	$315.00
5	Plug Rental	18 INCH	WK	$315.00
6	Plug Rental	24 INCH	WK	$331.00
7	Plug Rental	30 INCH	WK	$710.00
8	Plug Rental	36 INCH	WK	$805.00
9	Plug Rental	42 INCH	WK	$815.00
10	Plug Rental	48 INCH	WK	$1,100.00
11	Plug Rental	54 INCH	WK	$1,150.00
12	Plug Rental	60 INCH	WK	$2,430.00
13	Plug Rental	66 INCH	WK	$2,430.00
14	Plug Rental	72 INCH	WK	$3,500.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$300.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$500.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$700.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$185.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$160.00
20	Easement Access for Plug Set, Removal	N/A	EA	$350.00
21	Underwater Dredging for Plug Set	N/A	HR	$265.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$350.00
23	Dewatering	00 - 24 INCH	LF	$0.80
24	Dewatering	30 - 36 INCH	LF	$1.20
25	Dewatering	42 - 48 INCH	LF	$1.80
26	Dewatering	54 - 60 INCH	LF	$3.60
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$450.00
	STORM CLEANING AND INSPECTION SERVICES			
28	Light cleaning, storm	00 - 24 INCH	LF	$2.25
29	Light cleaning, storm	30 - 36 INCH	LF	$2.75
30	Light cleaning, storm	42 - 48 INCH	LF	$3.65
31	Light cleaning, storm	54 - 60 INCH	LF	$5.00
32	Light cleaning, storm	66 - 72 INCH	LF	$9.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$2.93
34	Medium cleaning, storm	30 - 36 INCH	LF	$4.80
35	Medium cleaning, storm	42 - 48 INCH	LF	$8.40
36	Medium cleaning, storm	54 - 60 INCH	LF	$12.30
37	Medium cleaning, storm	66 - 72 INCH	LF	$16.25
38	Heavy cleaning, storm	00 - 24 INCH	LF	$4.88
39	Heavy cleaning, storm	30 - 36 INCH	LF	$7.80
40	Heavy cleaning, storm	42 - 48 INCH	LF	$12.60
41	Heavy cleaning, storm	54 - 60 INCH	LF	$16.80
42	Heavy cleaning, storm	66 - 72 INCH	LF	$33.75
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$0.62
44	Structure Cleaning	N/A	EA	$85.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$195.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$285.00
47	CCTV Storm	00 - 30 INCH	LF	$2.10
48	CCTV Storm	36 - 60 INCH	LF	$2.75

EXHIBIT A

49	CCTV Storm	66 - 72 INCH	LF	$3.50
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$0.30
51	Structure Inspection	N/A	EA	$65.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$1,280.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$1,980.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$2,650.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$980.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$1,250.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$2,200.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$3,200.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$3,400.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$3,700.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$4,200.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$4,785.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$5,475.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$6,150.00
65	Internal Seal - Storm	18 INCH	EA	$1,800.00
66	Internal Seal - Storm	24 INCH	EA	$1,800.00
67	Internal Seal - Storm	30 INCH	EA	$1,925.00
68	Internal Seal - Storm	36 INCH	EA	$2,100.00
69	Internal Seal - Storm	42 INCH	EA	$2,250.00
70	Internal Seal - Storm	48 INCH	EA	$2,325.00
71	Internal Seal - Storm	54 INCH	EA	$2,410.00
72	Internal Seal - Storm	60 INCH	EA	$2,600.00
73	Internal Seal - Storm	66 INCH	EA	$2,900.00
74	Internal Seal - Storm	72 INCH	EA	$3,200.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$1,380.00
76	Sectional Liner - Storm	18 INCH	LF	$1,480.00
77	Sectional Liner - Storm	24 INCH	LF	$1,480.00
78	Sectional Liner - Storm	30 INCH	LF	$1,500.00
79	Sectional Liner - Storm	36 INCH	LF	$1,900.00
80	Sectional Liner - Storm	42 INCH	LF	$2,100.00
81	Sectional Liner - Storm	48 INCH	LF	$2,400.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$100.64
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$4.26
84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$146.81
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$4.55
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$205.03
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$6.45
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$313.85
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$7.88
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$361.63
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$9.14
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$471.57
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$12.35
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$495.30
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$18.13
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$622.05
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$18.38

EXHIBIT A

98	CIPP Manhole to Manhole Lining - Diameter: 28 5mm	60 INCH	LF	$791.29
99	60" CIPP Thickness Variance: 1 5mm	60 INCH	LF	$18.32
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$888.69
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$20.10
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$1,044.65
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$21.85
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$90.00
105	Concrete Spin cast - Storm	18 INCH	LF	$108.00
106	Concrete Spin cast - Storm	24 INCH	LF	$144.00
107	Concrete Spin cast - Storm	30 INCH	LF	$180.00
108	Concrete Spin cast - Storm	36 INCH	LF	$216.00
109	Concrete Spin cast - Storm	42 INCH	LF	$252.00
110	Concrete Spin cast - Storm	48 INCH	LF	$288.00
111	Concrete Spin cast - Storm	54 INCH	LF	$324.00
112	Concrete Spin cast - Storm	60 INCH	LF	$360.00
113	Concrete Spin cast - Storm	66 INCH	LF	$396.00
114	Concrete Spin cast - Storm	72 INCH	LF	$432.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$1,500.00
116	Set Up Charge for Soil Stabilization	N/A	EA	$750.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$465.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$550.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$143.75
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$450.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$1,650.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$919.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$1,026.09
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$101.12
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$166.12
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$101.93
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$205.43
128	Weekly rental Basket Screen	4 INCH	EA	$9.03
129	Weekly rental Basket Screen	6 INCH	EA	$18.06
130	Weekly rental 90 Degree elbow	4 INCH	EA	$36.11
131	Weekly rental 90 Degree elbow	6 INCH	EA	$50.56

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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 Villages Community Development Districts 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 Agreement 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."

EXHIBIT A

ALLAN CAGLE - PRESIDENT
Authorized Agent Name & Title (Print)

Allan Cagle
Signature

2/7/24
Date

Name of Proposer's Firm:

ATLANTIC PIPE SERVICES, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

Exhibit "B"
Village Center Community Development District
RFP #24P-007

REQUEST FOR PROPOSALS

FOR

Storm Pipe Inspections, Cleaning, and Repairs

RFP #24P-007

Issued By:

Village Community Development Districts
Purchasing Department
Crystal Ford-Bellamy, Buyer
1071 Canal Street
The Villages, Florida 32162
Phone (352) 751-6700 * Fax (352) 751-6715
www.districtgov.org
Crystal Ford@districtgov.org

Date of Issue January 11, 2024
Due Date / Time: February 8, 2024 at 3:00 PM

CALENDAR OF EVENTS / PROPOSAL 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.

ACTION	COMPLETION DATE
Issue RFP	**January 11, 2024**
OPTIONAL **Pre-Proposal Conference**	**January 18, 2024 at 9:00 AM** Purchasing Conference Room 1071 Canal St., 2nd Floor The Villages, FL 32162
Last Day for Questions	**January 26, 2024 by 4:00 PM**
Proposals Due	**February 8, 2024 by 3:00 PM**
Public Proposal Opening	**February 8, 2024 at 3:15 PM** Purchasing Conference Room 1071 Canal St. The Villages, FL 32162
Selection Committee Meeting	**February 29, 2024 at 9:00 AM** Large Conference Room located 984 Old Mill Run The Villages, FL 32162
District Board Approvals	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and ready for Board Review/Approval

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COMPLETENESS OF PROPOSAL CHECKLIST

Proposers remain responsible for reading the entire Proposal document to ensure 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 reserves the right to request corrections of minor errors or irregularities. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- ☐ Proposal Cover Page – all information completed and signed
- ☐ Proposal Forms – (**One (1) Form, must be signed and dated**) submitted in correct format, accurate calculations, and signed (ONLY EXCEL PROPOSALS SHALL BE ACCEPTED. The file(s) can be found on DemandStar and the District Webpage)
- ☐ Proposer's Statement of Experience, Equipment and Personnel & References for Similar Projects
  - List five (5) references of similar size and scope
- ☐ W-9 – completed and signed
- ☐ Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed
- ☐ If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- ☐ Exceptions or Deviations to Specifications – signed and/or information completed
- ☐ Proposer's Certification – Addenda acknowledged and form signed
- ☐ Supplier Certification Regarding Scrutinized Companies' List – signed
- ☐ Drug Free Workplace Certificate – signed and notarized
- ☐ Anti-Collusion Form – completed and signed
- ☐ Insurance Requirements – signed
- ☐ Statement of Terms and Conditions – signed
- ☐ Wildlife Habitat Management Plan – signed
- ☐ Copy of Required/Applicable Licenses or Certifications per specifications
  - Florida State Underground License.
  - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications.
  - MOT Intermediate certified
- ☐ Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

PART 1
INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Sealed proposals will be received by the Village Community Development Districts Purchasing Department located at 1071 Canal Street, The Villages, Florida 32162, until 3:00 PM on February 8, 2024 for: RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. All timely received Proposals shall be opened at 3:15pm in the Conference Room located at 1071 Canal Street, The Villages, FL 32162. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX, or electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of proposals.
- All questions received by 4:00 pm on January 26, 2024 will be considered. Questions will not be answered over the phone. Questions must be in writing sent via e-mail to Crystal Ford-Bellamy at Crystal.Ford@districtgov.org

MINIMUM REQUIREMENTS

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 18, 2024 at 9:00 AM. Interested Supplier/Contractors are to meet in the Purchasing Conference Room, located at 1071 Canal St, The Villages, FL 32162. The conference is not mandatory; however, Supplier/Contractors are strongly encouraged to attend the pre-bid conference for a clear understanding of the project. For directions, please contact Crystal Ford-Bellamy at Crystal.Ford@Districtgov.org

FORMS & SPECIFICATIONS

Respondents are required to use the official PROPOSAL/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 PROPOSAL/BID FORMS and explained in detail on the EXCEPTION/DEVIATION FORM.

HOW TO SUBMIT A RESPONSE **(see page 18 for method of submittal)**

One complete response packet (1 original, 5 copies and 1 electronic copy on a new CD or USB Flash Drive) 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 formal Solicitation number and name together with the name and address of the Respondent. The response packet should be neat, professional in appearance and bound appropriately for the document's thickness however, **Please DO NOT use 3-Ring Binders if possible.** The original response packet shall have original signatures and clearly noted with *ORIGINAL* on the cover. All responses shall be mailed or hand delivered to the Purchasing Department at the address given, by the date and time set forth herein.

PROPOSER RESPONSIBILITY

Respondents 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 Village Community Development Districts to Respondents is based on the recipient's specific request and application to www.demandstar.com, 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 $35,000 (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 Respondent 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 Respondent.
- Proposal Excel Form(s) ***One (1)Form, must be signed and dated***)
- Supplemental Pricing Page (Additional Services if Needed)
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- W-9
- Disclosure of Subcontractors, Sub consultants and Suppliers
- If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- Exceptions or Deviations to Specifications form.
- Proposer Certification / Addenda Acknowledgement Form.
- Scrutinized Companies
- A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- Anti-Collusion Statement
- Insurance Requirements
- General Terms and Conditions statement must be signed and returned with the proposal form.
- Wildlife Habitat Management Plan
- Contractor shall provide a list of all chemicals and additives to be used in the performance of this work.
- work.

INCLUDE WITH PROPOSAL

- Any and all applicable licenses or certifications must be included (if required). This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.
- Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

  This list shall not be construed as a complete listing of required documents. It remains the Contractor's responsibility to ensure all requirements of their proposal submittal are met.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each Respondent 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 Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Respondent 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.

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "**Standard Insurance Requirements**" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements

Financial Rating of Insurance Companies - All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and a **$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain **$1,000,000** each occurrence and **$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- o Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- o Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub-consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) (If applicable) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (If applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **$1,000,000 per claim/loss and $2,000,000 annual aggregate**. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (If applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

***Note**: The individual Districts that shall be endorsed and listed as **Additional Insureds** on all policies are:

Village Center Community Development District
Sumter Landing Community Development District
Brownwood Community Development District
Village Community Development Districts 1 – 15
North Sumter County Utility Dependent District
Wildwood Utility Dependent District
Coleman Ridge Community Development District
Middleton Community Development District – A
Middleton Downtown Community Development District
Eastport Community Development District
Villages Public Safety Department Dependent District

All at the following street address:

984 Old Mill Run
Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten percent (10%), and flood sub-limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agree to reimburse any premiums or expenses incurred by the District.

<u>The Contractor Agrees the COI shall</u>:

I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.

II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.

III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.

IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.

V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal ofcoverage.

VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

- Village Center Community Development District
- Sumter Landing Community Development District
- Brownwood Community Development District
- Village Community Development Districts 1 – 15
- North Sumter County Utility Dependent District
- Wildwood Utility Dependent District
- Coleman Ridge Community Development District
- Middleton Community Development District – A
- Middleton Downtown Community Development District
- Eastport Community Development District
- Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- **W-9**: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- **Occupational License**: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- **Contact Information**: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Agreement Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00pm on January 19, 2024, 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 and www.districtgov.org. Each Proposer shall acknowledge receipt of such addenda in the space provided on the Proposer's Certification 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/Agreement 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 Village Community Development Districts reserves the right to order changes in the scope of work and the resulting Agreement. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the Agreement 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 Agreement 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 Agreement, Agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer. Any proposer receiving an award from this solicitation must comply with all Governing Laws and Regulations and be responsible for the compliance of such by any and all subcontractors. Any and all work performed under the resultant contract requiring any State licensing or certification must be performed by workers meeting those requirements.

BLACKOUT PERIOD
In accordance with Florida Statute 287.057(23), Respondents to this Solicitation or persons acting on their behalf may not contact, between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any District Staff, Board Supervisors or District Consultants concerning any aspect of this Solicitation, except in writing to the District Purchasing Staff. Violation of this provision may be grounds for rejecting a response.

During this blackout period, any attempt to influence the thinking of District Staff, Board Supervisors or District Consultants 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 District Staff, Board Supervisors or District Consultants not concerning this Solicitation.

AGREEMENT NEGOTIATION
The Selection Committee shall rank all received proposals and provide the Purchasing Director with the rankings and a recommended primary ranked firm. If deemed prudent or necessary, the Purchasing Director 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 an Agreement addressing the requirements of the solicitation. The resulting Agreement will be approved by the District Board of Supervisors.

PROVIDING PERFORMANCE BOND NOT APPLICABLE

The Villages Community Development Districts may request that all Proposers provide proof of the ability to obtain a performance bond in an amount equal to 100% of each project should it exceed the $200,000.00 threshold of the total amount bid for this RFP. Upon award the successful proposer shall provide a Performance Bond, in the form of a 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. "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 contractual 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. The District maintains the right to direct purchase goods and services whenever possible to utilize the District's tax-exempt status and the contract will be reduced by change order.

DIRECT PURCHASE BY OWNER (If Applicable)

If applicable each Contractor shall include Florida State and other applicable sales taxes for all material, supplies and equipment included in its bid.

The District may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies and equipment that may be a part of the Project. If so, the District will, via its purchase orders, purchase materials and assist the Contractor in the preparation of such purchase orders. The District shall issue a Certificate of Entitlement to each vendor and the Contractor through its Purchasing Department (see Part 5: Exhibits for sample certificate). The District's purchase order for tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The District shall issue a separate Certificate of Entitlement for each purchase order. The Certificate of Entitlement shall be signed by an Authorized Representative of the District that may include the District Manager, Assistant District Manager or the Director of Purchasing. The materials shall be purchased from the vendor suppliers selected by the Contractor, for the prices negotiated by the Contractor. The Contractor will provide information to the District to assist in the proper preparation of all purchase orders by the District and will assist in the coordination and receipt of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

The Contract/Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the District shall not relieve the Subcontractor or Contractor of any of its responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties

PAYMENTS

Payments shall be made pursuant to Florida Statute Chapter 218, Part VII, the Prompt Payment Act, and all District policies promulgated thereby. Payments will be made monthly for work successfully completed in the previous month and based upon District approved invoice.

Payment Applications shall be submitted once monthly on an AIA Document G702 "Application and

Certificate for Payment" (or equivalent) as acceptable by the District. The District will promptly inspect the work and review the application for processing and payment.

The Contractor shall be assessed liquidated damages in the amount of $250.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

UNUSUAL COSTS:
The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

PERMITS / LICENSES / FEES
Any permits, licenses or fees required will be the responsibility of the Proposer.

INDEMNIFICATION
The successful Proposer must fully indemnify the District(s). Such indemnification will be documented in the Agreement 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 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contact, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (http://www.uscis.gov/e-verify) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.
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 to 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 Part 5: 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, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids 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 Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Contract 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 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 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 bid and the Bidder's authorized signature affixed to the bid 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 Agreement 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 Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any Agreement, 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. Performance related paperwork will be available to selection committee members.

This Selection Committee will consist of 5 members. The Committee make up will be 3 selected from District Property Management (DPM) staff and 2 others assigned by the Purchasing Director.

Once proposals are received, Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. The intent is to award up to three (3) Suppliers selected by their rankings. The awards will be based on the proposals that are the most advantageous to the District. Only the top three (3) ranked Contractors may be awarded the contract.

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 the Evaluation Form (see below) in any weight or importance as it sees fit. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite Proposers 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.

The overall Evaluation Score will be a maximum of 500 points (100 points max per Selection Committee Member).

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 February 29, 2024 at 9:00 am at the Large Conference Room, 984 Old Mill Run, The Villages, FL 32162.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals. If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Purchasing Department shall be responsible for notifying all Contractors of the meeting and order of presentations or interviews. If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified Contractors at its initial Selection Committee meeting.

Responsive proposals shall be reviewed and scored by the selection committee members. Once the evaluation process is completed the recommendation of award will be uploaded to www.demandstar.com and www.districtgov.org.

Proposal awards are subject to Board(s) approval(s).

EVALUATION FORM

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:

SELECTION COMMITTEE EVALUATION WORKSHEET

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:

Request for Proposals (RFP) #: 24P-007

RFP Name: Storm Pipe Inspections, Cleaning, and Repairs
Contractor Name: _____
Reviewer Name: _____ **Department:** _____
Reviewer Title: _____ **Date:** _____

Factor	Criteria	Weight	Score
1	**Machinery, Equipment and Manpower** Does the Proponent possess the adequate machinery, equipment, and manpower to perform the work specified in this contract in a high quality manner?	(Max 20 points)	
2	**Qualifications and Proponents Manpower** What qualifications and experience do key personnel possess? (training, licenses, and/or certifications)	(Max 20 points)	
3	**Experience of the Organization** Does the Proponent possess technical experience in performing work of similar size and scope? Is the experience with CDD, commercial properties, and/or public agencies? Does the Proponent show strength and stability?	(Max 25 points)	
4	**Quality of References** Are references for work of similar type, size and scope? Does the assessment of Proponent's work by client references demonstrate success in providing similar services?	(Max 10 points)	
5	**Price with Respect to Average Proposal** How reasonable is the Proponent's price with regard to the average proposal pricing?	(Max 15 points)	
6	**Thoroughness of Proposal** How detailed are the various elements of the proposal?	(Max 10 points)	
	PROPONENT'S TOTAL SCORE	(100 Points Max)	

_____ _____
Selection Committee Member's Signature **Date**

Comments:

Factor	Discussion
1.	
2.	
3.	
4.	
5.	
6.	

_____ _____
Selection Committee Member's Signature **Date**

PART 3
PROPOSAL SUBMITTAL

An original and 5 copies and a new CD or USB Flash Drive of each proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs, and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 3:00 pm on February 8, 2024. 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.

- 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 $35,000 (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.

- The Villages Community Development Districts 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 agreement(s) in the best interest of the District.

PART 4
SCOPE OF SERVICES

INTRODUCTION
CDD INFORMATION

The Villages Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. North Sumter County Utility Dependent District, Wildwood Utility Dependent District and Villages Public Safety Department Dependent District are special Districts under Chapter 189. There are currently twenty-two (22) CDD's in The Villages, which include: Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District and Village Community Development Districts 1-15. 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.

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 accountant and the results of such audit are provided to the State Controller 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 90 square miles in three adjoining counties in Central Florida (Lake, Marion and Sumter). The current population is approximately 133,000 residents and growing.

SCOPE OF WORK

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Qualified firms wishing to respond to "RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs" must provide all equipment, labor 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 intent of this RFP is to procure qualified, manufacturer-certified applicators to provide all adequate and appropriate labor, supervision, parts and materials, equipment, and tools necessary for complete storm drain cleaning, repairs and maintenance of all District maintained storm pipes. It is the intention of the District to award this RFP to up to three (3) qualified Suppliers/Contractors; however, the District reserves the right to award this RFP in the best interest of the District.

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

Prior to each renewal period, Contractor/Supplier performance will be evaluated, by April 1st, by District Property Management (DPM) staff responsible for the particular geographical area applicable for the Contractor/Supplier. The completed performance evaluation will be submitted to the District Property Management Director for review.

WARRANTY

Structural Epoxy lining/RICIPP manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year. Provide associated Warranty Certificate.

The Contractor/Supplier shall warranty the installed structural Epoxy/RICPP lining system as free from workmanship defects for a minimum period of two (2) years.

PERFORMANCE OF WORK BY CONTRACTOR

The Contractor/Supplier warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor/Supplier or any subcontractor or supplier at any tier. This warranty shall continue for a period of 2 years from the date of the work completed by the Contractor/Supplier as documented by the dated inspection and/or repair report furnished by the Contractor/Supplier.

The Contractor/Supplier shall remedy at the Contractor/Supplier's expense any failure to conform, or any defect. In addition, the Supplier/Contractor shall remedy at the Contractor/Supplier's expense any damage to District-owned or controlled real or personal property, when that damage is the result of the Contractor/Supplier's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

The Contractor/Supplier shall restore any work damaged in fulfilling the terms and conditions of this clause. The contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement. The District shall notify the Contractor/Supplier, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage. If the Contractor/Supplier fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the District Representative, after receipt of notice, the District shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor/Supplier's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor/Supplier shall--

(1) Obtain all warranties that would be given in normal commercial practice
(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed to do so by the District
(3) Enforce all warranties for the benefit of the District, if directed to do so by the District

In the event the Contractor/Supplier's warranty has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Unless a defect is caused by the negligence of the Contractor/Supplier or subcontractor or supplier at any tier, the Contractor/Supplier shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

PERMITS/FEES

The District will pay permit fees directly to the Contractor/Supplier. Contractor/Supplier is not required to pay permit fees.

Other than permit fees, the Contractor/Supplier shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Contractor/Supplier utilizing such fees including, but not limited to, dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Contractor/Supplier's invoice for payment. The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed.

The Contractor/Supplier will be required to contact the utility company to provide a water meter to attach to any water source to complete the work. Any water fees are the responsibility of the Contractor/Supplier.

COMPLIANCE/LICENSES

The Contractor/Supplier, its employees, subcontractors, or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of the Contract.

SCOPE

This specification defines the approved methodology and materials for the rehabilitation of a sectionalized portion of a structurally damaged or leaking gravity flow system, service line, joint, crown failure, and the bridging of offset pipe joints, by the installation of Ambient cured-in-place, thermos epoxy impregnated structural liner system.

Point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable. Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit. Cleaning and inspections of conduits, bypass pumping, line obstruction removal, reestablishment of services, pre-installation video recording, installation of Resin Impregnated Cured-in-Place Pipe including installation television inspection, post-installation video recording, connections, testing, and final inspections are all included in this contract's scope of work.

DIVING, PLUGGING, & DEWATERING

- Plug Set and Removal are one-time fees. The Contractor/Supplier will not be paid multiple times for this item if they choose to remove plugs and reset them or if the weather requires it. It is the duty of the Contractor/Supplier to ensure the operational flow of the storm systems while they are working on them.
- Easement Access is billable one time per project for areas that require a dive team and/or dewatering equipment/personnel to access easement areas.
- Per instance Nuisance Alligator Removal is billable for each alligator required to be removed for a project.
- Pump delivery and setup is billable once per pump, per project.
- Easement access for pump delivery and setup is billable once per pump, per project.

PRESSURE GROUT MAINLINE

- Pressure Grout Description: Chemically activated grout consisting of an acrylamide, acrylic, urethane, or equivalent base as preapproved by DPM that creates a collar around the pipe defects. Grouting chemicals are forced into the defect and the surrounding soil where they activate and seal the defect. Once cured, the grout remains flexible for the life of the repair.

- Installation Instructions: Equipment containing the grout is inserted into the pipe and positioned over the defect. The grout is forced through the defect from the inside of the pipe and then gels or cures when it comes in contact with water to form a waterproof collar. Avanti AV 100 or Equal.

MATERIALS

- Resin Impregnated Cured-in-Place Pipe (RICIPP) shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential/radial stretching during insertion.
- The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- The tube shall contain no intermediated or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television (CCTV) inspection equipment may be made.
- A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below:

CURED RICIP	STANDARD	RESULTS
Flexural Stress	***ASTM F1216-22**	**D-790 4,500psi**
Flexural Modulus of Elasticity	***ASTM F1216-22**	**D-790 250,000psi**

*American Society for Testing and Materials

- In instances where CIPP repair method is required, pipe shall be considered fully deteriorated.
- Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
- The Contractor/Supplier shall submit liner thickness calculations upon request to the DPM representative for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions.
- The minimum length shall be deemed necessary to effectively span the footage that is requiring repair. The Contractor/Supplier shall verify the length in the field before impregnation.
- The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness.

REPAIR BANDS

- Mechanical Repair Sleeve Description: The system is comprised of a stainless-steel structural core, which uses a mechanical lock to hold it against the host pipe, the core is either surrounded by a gasket or uses two O-ring type gaskets on each end, depending on the application. Limit straps prevent the sleeve from expanding beyond a preset diameter, preventing it from harming the host pipe. Please reference FDOT Specification Section 949-9.6 of the Standard Specifications for material requirements.
- Mechanical Repair Sleeve Installation Instructions: Gaskets are placed on the sleeve on site before the sleeve is installed. Being monitored by a CCTV camera, the sleeve is positioned over the defect, and the air plug is then inflated to expand the sleeve until the locks engage. The air plug is then deflated and withdrawn. Ensure that the locking mechanisms are placed at the crown of the pipe to minimize trapping debris.

- Internal Seal Description: The internal seal is comprised of an ethylene propylene diene terpolymer (EPDM) rubber gasket and metal band which expands to conform to the inner wall of the pipe. Please reference Florida Department of Transportation (FDOT) Specification Section 949-9.6 of standard specifications for material requirements.
- Internal Seal Installation Instructions: Ensure the area to be repaired is clean. Mark the pipe on either side of the joint or damaged section in several places to ensure proper alignment. The location of the marks will depend on the size of the seal. Move the seal into place over the center of the joint or damaged section. Tighten the internal expanding metal bands.

INJECTION GROUTING AND STRUCTURE REPAIR

- Soil Stabilization: Avanti AV 275 or Equal
- Structure Injection Set Up Fee Payable Per Storm Structure Project
- Structure Injection Repair Avanti AV202 or Equal
- Hydraulic water plugs and active leak control materials are to be utilized for Inflow and Infiltration (I&I) abatement to stop leaks, running water, infiltration, and other water-stop needs. Hydraulic cement is not an acceptable alternative to chemical grout and shall not be considered an acceptable product for soil stabilization nor structure injection. Hydraulic cement may only be utilized for the purpose of reinforcing the existing structure and/or sealing small-sized infiltration points (e.g., minor seepage through a hairline fissure). The hydraulic cement material must be in dry powder form with no prior mixing of water necessary and designed to set rapidly. Soil stabilization and structure injection chemical grouting materials must be designed per the manufacturer's recommendations to apply directly to active leaks under hydrostatic pressure in collection system structures.

INSPECTION AND VIDEO METHODS

Pipes shall be inspected by means of a CCTV system. The Contractor/Supplier shall furnish all labor, materials, equipment, and tools necessary for the inspection.

The television camera used for the inspection shall be specifically designed and constructed for such inspection, and capable of producing color video. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be equipped with Pan and Tilt, capable of spanning 360 degrees to view the entire pipe, all joints, and all structures. The camera, television monitor, and other components of the video system shall be capable of producing quality to the satisfaction of the District. If unsatisfactory, at the sole discretion of the District, the equipment shall be removed and replaced at no additional cost to the District.

The condition of the entire pipe run shall be documented by moving the camera through the pipe in either direction. At each joint, the camera shall stop and pan the entire circumference of the joint. The camera tilt and pan speed while surveying joints shall allow for detailed evaluation of each joint's conditions to include outlets into junction boxes or other connective structures. Between joints, the camera shall move at a nominal speed of 10 feet per minute and in no case exceed 30 feet per minute. When traveling through or terminating inspection at a connective structure, the entire visible structure shall be inspected to include the invert/floor, crown/ceiling, joints, knockouts, and sidewalls. Manual winches, power winches, television cable and power rewinds or other devices shall not obstruct the camera view or interfere with proper documentation of the pipe condition.

The technician operating the camera shall be experienced and qualified in conducting video pipe inspections. The technician shall have the capability of controlling the movement of the television camera, adjusting the brightness of the built-in lighting system, and focusing the television camera by remote control. The importance of accurate distance measurements is emphasized. A distance meter and location indicator shall appear on the monitor and video indicating the exact location of the camera in the pipe between two structures.

The video scanned by the television camera shall be transmitted to a color monitor of not less than 12 in., measured diagonally across the screen.

All video pipe inspections shall be performed utilizing the Pipeline Assessment Certification Ratings (PACP). For more information on the PACP program, see https://nassco.org/content/pipeline-assessment-pacp.

Property owners must be notified if access to private property is required. CCTV Contractor/Supplier must provide no less than 72-hour notification to residents prior to entering onto private property.

- 00 – 10% Debris = Light cleaning
- 11 - 29% Debris = Medium Cleaning
- 30% and beyond Debris = Heavy Cleaning

TRAFFIC CONTROL

Traffic control, if required, will be the responsibility of the CCTV Contractor/Supplier.

The Contractor/Supplier shall conduct all work in such a manner as to minimize the disruption of traffic flow. The Contractor/Supplier shall not obstruct or restrict any portion of the roadway until traffic controls have been set up per the District Standards.

At least one travel lane in each direction shall be open to traffic at all times unless otherwise approved by the District authorized representative. No intersecting street shall be closed at any time without the prior approval of the District authorized representative. Traffic stoppages shall be limited to time periods approved by the District authorized representative.

Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, businesses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor/Supplier shall remove all equipment and other obstructions from the portion of the roadway and open it for use by public traffic.

District review as provided herein is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. In no event shall such review be deemed to instill in the County a right to control or oversee the administration and management of the work by contractors, employees, representatives, or agents.

By reason of such review, Contractor/Supplier shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards and (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this solicitation.

No lane or sidewalk closures will be authorized without prior approval from the District.

Contractor/Supplier shall submit a written schedule of planned closures for the next five (5) day period or as indicated by the District authorized representative. The Closure Schedule shall allow the locations and times when the proposed closures are to be in effect. No lane closures will be allowed unless the Contractor/Supplier has obtained confirmation of their written lane closure schedule from the District.

Contractor/Supplier shall maintain signs and barricades at all times including overnight and on weekends for the complete duration of the project. It shall be the responsibility of the Contractor/Supplier to make sure that the signs remain posted until no longer required and are protected from vandalism or removal. All open drainage structures shall be adequately covered, barricaded, and delineated against entry by pedestrians, bicyclists, animals, or motorized vehicles at all times.

The locations of the traffic control devices may need to be adjusted for site specific conditions. The Contractor/Supplier shall confirm final locations and operations with the Engineer.

CLEANING

Pipes shall be cleaned as required prior to video inspection to provide unobstructed access for the television camera. If inadequate pipe cleaning results in the video inspection are deemed inadequate by the District, the Contractor/Supplier shall re-clean the pipe and redo the video inspection at no additional cost to the District. In the instance that the evident poor condition of a pipe prevents adequate cleaning or risks incurring damages from cleaning, the District shall not require the pipe to be re-cleaned and inspected at no additional cost to the District. The District shall be the sole judge as to the adequacy of the video inspections performed.

The Contractor/Supplier shall provide equipment that is specifically designed and constructed for sewer cleaning Solids and debris resulting from the cleaning operation shall be collected and removed from the downstream manhole and disposed of at a site selected by the Contractor/Supplier and in compliance with local rules and regulations. Under no circumstances shall solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

The Contractor/Supplier is required to submit documentation of the work that is performed, and the type of debris removed, as well as landfill permits and disposal documentation.

The Contractor/Supplier shall use the manufacturer's recommended size tools for the various size pipes. Equipment recommended by the manufacturer to protect the manhole and pipe, such as pull-in slant jack rollers and roller and yoke assembly, roller manhole jacks, etc. shall be utilized.

The Contractor/Supplier shall have a CCTV camera in the sewer or stormwater system during all cleaning operations to include Lateral Cut and Deposit Cut. The camera shall be used for the Contractor/Supplier's verification that the cleaning equipment is not damaging the sewer or stormwater system.

DAMAGE
Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, driveways, and gutters damaged as a result of the Contractor/Supplier's operation shall be repaired timely to the satisfaction of the District's Engineer at the Contractor/Supplier's expense.

NOTIFICATION
If observed defects are believed to be such that further cleaning operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor/Supplier must provide written communication to the District's designee of the observed condition(s) and reason to believe that continued cleaning operations may cause substantial damage. The District will then direct the Contractor/Supplier as to what services, precautions, etc., the District will require of the Contractor/Supplier. If the contract documents do not address this potential, then the District and Contractor/Supplier will negotiate in good faith the conditions under which the work is to continue or cease to continue.

This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse cleaning areas that were previously documented in these documents or by prior written communication with the District.

DOCUMENTATION Television Inspection Logs:
A hardcopy or digital copy of typed reports shall be submitted to the District for each location clearly showing the relation of the video meter at each problem point observed during the inspection and noting important features encountered during the inspection. In addition, other points of significance such as locations of junction boxes, manholes, open joints, areas of settlement, misaligned pipe, unplugged lift holes, and other unusual conditions such as a change of pipe size or type within a run, roots, laterals, broken or spalled pipe, presence of scale or corrosion, and other discernible features shall be recorded and a copy of such records shall be supplied to the District. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, deposits, etc.

All pipe inspection reports shall be submitted in the standard format generated by CUES Inc. GraniteNet software or equivalent format as approved by DPM. This provides a summary graph of the inspected pipe along with the distress noted at the appropriate location along the pipe as well as a list of the type of distress observed and their severity.

The Contractor/Supplier shall supply a visual and audio recording of the drainage system that may be replayed in digital format (DVD, Flash drive, etc.). A minimum of one recording for each location shall be submitted to the District. Separate locations shall not be combined on media type utilized.

METHOD OF MEASUREMENT
The quantity of pipe video inspection will be measured by linear feet as indicated on the video monitor.

The quantity of pipe cleaned will be measured by linear feet as indicated on the video monitor.

MATERIAL REMOVAL AND DISPOSAL
All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole or inlet of the section being cleaned. When hydraulic cleaning equipment is used, a suitable dam or weir shall be placed in the downstream

manhole to trap all such materials. Passing material from pipeline section to pipeline section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

Under no circumstances shall sludge or other debris that is removed during these operations be dumped or spilled into streets, ditches, storm drains, or other sanitary sewers. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor/Supplier in accordance with the approved Disposal Plan at the Contractor/Supplier's cost. Whenever possible, DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed. If requested by the District, copies of records of all disposals shall be furnished to the District, indicating disposal site, date, amount, and a brief description of material disposed. All materials shall be removed from the site no less often than the end of each workday. Under no circumstances will the Contractor/Supplier be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the District.

The Contractor/Supplier is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.

The Contractor/Supplier shall keep the haul route and work area(s) neat and clean and reasonably free of odor and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this solicitation and in accord with applicable law and regulations. The Contractor/Supplier shall immediately clean up any such spill, or waste. If the Contractor/Supplier fails to clean up such spill, or waste immediately, the District shall have the right to clean up or arrange for its cleanup and shall charge to the Contractor/Supplier all costs, including administrative costs and overhead incurred by the District in connection with such cleanup. The District shall also charge to the Contractor/Supplier any costs incurred or penalties imposed on the District as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority.

The general requirements for vehicles hauling such waste material are as follows. Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved.

General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they are cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic speed regulations.

RESPONSE TIME

Schedule for routine maintenance shall be coordinated with DPM.

All regular maintenance shall be performed during the hours of 7:00 A.M. to 7:00 P.M., Sunday through Saturday, unless otherwise authorized by DPM.

Work may be performed at hours other than normal business hours at the direction and discretion of DPM Representative. Arrangements must be approved in advance.

The Contractor/Supplier shall stand ready and be available to perform overtime work when requested to do so by the owner.

The Contractor/Supplier understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with DPM.

If DPM requests an Emergency Mobilization and provides a verbal scope to the Contractor/Supplier, the Contractor/Supplier shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor/Supplier must submit an estimate to DPM within 24 hours of the day of emergency mobilization.

Contractor/Supplier shall provide a contact person to ensure twenty-four hours response.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

The Contractor/Supplier shall provide first-priority services to District Property Management (DPM) in the event of a hurricane, flood, or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood, or other unforeseeable

circumstances that DPM shall require a "first priority" basis for goods and services. It is vital and imperative that the citizens are protected from any emergency which threatens public safety and health, as determined by DPM. Contractor/Supplier agrees to rent/sell/lease all goods and services to DPM, as opposed to a private citizen or corporation, on a priority basis. DPM expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency, or hurricane. Contractor/Supplier shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

OPERATIONS AND COMMUNICATIONS

GENERAL SPECIFICATIONS
All areas are to be kept safe for workers and residents.

Supplier 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 clearlyidentifiable as belonging to the Supplier.

Any District property damaged at work site by Supplier shall be repaired to District Standards. Supplier is responsible for all repairs of damage.

WORK HOURS NOT APPLICABLE – SEE SCOPE
All regular maintenance shall be performed during normal working hours (7:00 A.M. to 7:00 P.M., Monday through Friday) unless otherwise authorized by DPM. All services shall be scheduled with District designated personnel. Supplier must provide after-hours contact information to the District.

SECURITY/ACCESS IF APPLICABLE
Any areas, to which Supplier is provided access by means of a key, shall be opened for the purpose of this service only. Immediately upon completion of service the area shall be secured. Areas shall be accessed by Supplier personnel only.

Discovery by the District personnel of wrongful use, such as sleeping, non-contract item storage, smoking, etc., will be referred to the Supplier for immediate appropriate action.

It is the responsibility of the Supplier to establish procedures that eliminates unauthorized use by Supplier employees of District property.

The Supplier will not allow the use of tobacco products by any employees in any of the District owned properties.

The Supplier will not allow the consumption of food or drink in any areas other than those locations provided by District designated personnel, (i.e., Supplier's office, equipment storage areas, etc).

SUPERVISION
This work will be coordinated with and overseen by a District Representative. However, this provision in no way excuses the Contractor/Supplier or relieves in any other way the provision of staffing, labor, equipment, supervision, or execution of the work required by the Contractor/Supplier under the contract.

The Contractor/Supplier shall be or appoint a single point-of-contact for all issues regarding the performance of the agreement. This representative shall be accessible and available to the District Representative at all times

PROOF OF PROPER LICENSE AND INSURANCE
The District has the right to request proof of current and proper licensing and insurance certification at any time during the term of the contract. Failure to provide proper documentation may lead to the suspension of the contract until such time that the proper documentation can be provided. The District has the right to continue to have the contract work completed by another Contractor/Supplier during this time and all costs incurred by the District shall be deducted from monies due to the Contractor/Supplier.

WORKFORCE
It is desired that the Contractor/Supplier's 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.

The District reserves the right to approve dress codes for the Contractor/Supplier's employees. It is required that the Contractor/Supplier's employees be dressed in a uniform fashion with the company identification. A neat, clean, well-groomed appearance should be maintained as much as possible. All Contractor/Supplier and sub-contractor personnel shall wear personal protective equipment in the performance of their duties to include, but not limited to safety vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing. Vehicles as well shall be easily identified.

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

PARKING
Contractor/Suppliers' vehicles and trailers shall be parked where they do not impede traffic or visibility. Supplier vehicles shall be parked in a specific area that has been designated by District designated personnel.

MOT REQUIREMENTS
Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification, and used when personnel and equipment will be conducting work in or around traffic or pedestrians. Contractor/Supplier shall have basic and intermediate level FDOT MOT Certified staff on each crew. Contractor/Supplier shall be solely responsible for initiating, maintaining and supervising safety precautions and Maintenance of Traffic (MOT) in accordance with all safety Laws and Regulations for the safety of persons or property in the performance of their work. The Subcontractors shall also conform to the aforementioned requirements. It is the responsibility of the general contractor to enforce the safety requirements. Proper signage is to be posted and clearly visible for the safety of workers and residents. MOT shall be provided as part of the Bid Documents.

SAFETY AND PROTECTION
The Contractor/Supplier shall be solely responsible for initiating, maintaining, and supervising safety precautions at all times while on District Property and in accordance with all Local and State Safety Laws and Regulations for the safety of persons or property in the performance of their work. The subcontractors (if any) shall also conform to the aforementioned requirements. It is the responsibility of the Contractor/Supplier to enforce all safety requirements.

Contractor/Supplier shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents, maintaining and supervising of safety precautions and safety programs. The Contractor/Supplier shall provide the District with phone numbers, pager numbers, etc. and names of persons to be contacted for safety or repair services outside of the normal District-approved work hours (7:00 A.M. to 7:00 P.M., Sunday through Saturday).

The District shall designate access to the site and the staging area for the project. Designated staging area shall be confined to the work area, as applicable. The staging site shall be used for parking of equipment, contractor parking and debris containers. The staging site must conform to the same standards as the safety requirements listed above. Contractor/Supplier shall confine construction equipment, and the operations of workers to the site and other areas permitted by the District and shall not unreasonably encumber the site and other areas with construction equipment or other materials, or other use of existing roads adjacent to the building, which will restrict their use, shall be coordinated with District designated personnel.

Contractor/Supplier shall refer to OSHA general industry standards regarding safety operations.

Contractor/Supplier is responsible for appropriate construction signage to indicate safety hazards and used at all times in any area necessary for the safety of workers, residents, visitors and others. The identifying notification shall remain in place until the services are complete. Contractor/Supplier is responsible for signage removal and disposal.

Contractor/Supplier will be responsible for the safe unloading of all material onto the District's site. Contractor/Supplier will not be permitted to use any products that are not first approved by the District.

PERSONAL PROTECTION
All Contractor/Suppliers and Sub-Contractors personnel shall wear appropriate personal protective equipment in the performance of their duties to include vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing.

SITE CLEANLINESS AND CONDITION
As much as possible, all areas shall be kept free of litter and/or construction debris. It is expected that the Contractor/Supplier and workers are to be aware of site conditions and keep a neat and clean appearance at all times. All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner.

Contractor/Supplier will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and, at the completion of each day of work, will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for acceptance by the District.

Contractor/Supplier is responsible for removal of all debris from project site.

The Contractor/Supplier shall provide debris containers for the storage and disposal of any material, which shall be located in the approved staging area. Debris being placed into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor/Supplier's responsibility to supply or maintain such containers/bags. The use of District debris containers (garbage cans and dumpster) for any refuse disposal by the Contractor/Supplier is strictly prohibited unless the District has granted authorization of such use.

All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or District or residential property that is damaged while work area is under construction shall be repaired or re-installed by the Contractor/Supplier before leaving said work areas after completion of work.

MATERIALS
Contractor/Supplier shall be responsible for all labor, materials and equipment necessary for the proper maintenance and repair of District property described herein. All supplies and materials shall be inclusive in the contract price as requested.

Any labor, services, materials, or equipment that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District.

SCHEDULE OF VALUES NOT APPLICABLE
Use AIA Document Forms G702 & G703. Required with Bid Documents.

INSPECTION AND ACCEPTANCE
Inspection and acceptance of product and workmanship shall be accomplished by the District's designated personnel. The District will perform inspections and document any conditions resulting from deviations performed by the Contractor/Supplier under the agreement. Any discrepancies shall be corrected immediately.

Non-Performance of Services; in the event of non-performance of services by the Contractor/Supplier, the District's designated personnel shall have the right to exercise one of the following options:

Upon being notified of existence of a deficiency, the Contractor/Supplier shall make the needed corrections within seventy-two (72) hours of notification.

If the Contractor/Supplier is unable to make the necessary corrections within the specified time, the Contractor/Supplier must notify the District's designated personnel of non-compliance. The District's designated personnel will then provide the Contractor/Supplier with disposition instructions.

The District may elect to procure the services of other Contractor/Suppliers on an as needed basis during the term of the agreement to address unforeseen items that may arise during the course of the maintenance period at the District's sole discretion.

The Contractor/Supplier shall try to complete all work during the service call so as to prevent follow-up work. Call-back to correct recent work shall not be charged to the District if, in the sole determination of the District, such call back is a result of improper repairs or installation of substandard parts.

PERFORMANCE
Contractor/Supplier satisfactory performance of work included in this agreement is based on best construction practices, maintenance, repair, and specifications herein. The Contractor/Supplier's performance will be evaluated and corrective actions (if any) will be taken to correct specification standards.

ADDITIONAL WORK
From time to time additional work may be requested of the Contractor/Supplier by District designated personnel. 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 may become necessary that additional areas are 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 Contractor/Suppliers may be engaged for the change. Any changes shall be in writing to be legally binding to both parties. No payment shall be made for invoices that do not have written authorization so it is documented.

WORK STANDARDS
Contractor/Supplier shall perform all work using the latest industry best practices and standards as applicable to this work.

PART 5
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

Number of years as a Contractor/Supplier in this type of work: _____

Name of Contact Person:_____ Title:_____

E-Mail Address:_____

Mailing Address:_____

Street Address (if different):_____

City, State, Zip: _____

Telephone: Fax:

If applicable, Previous Business Names of Firm, Entity or Organization in the last 7-10 years:

_____ EIN _____

_____ EIN _____

_____ EIN _____

Organizational Structure – Please Check One:

Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation:
Date of Incorporation:_____ State of Incorporation:_____

States Registered in as Foreign Corporation: _____

Does your firm accept MasterCard® for payment? Yes ☐ No ☐

Authorized Signature:

Print Name: _____ Title: _____

Signature: _____

Phone: _____ **Email:** _____

This document must be completed and returned with your Submittal.

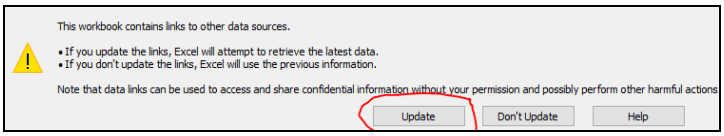
SAMPLE

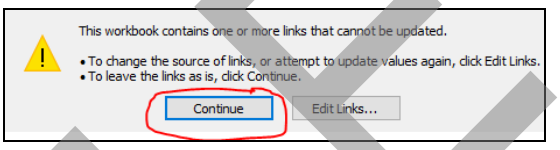
EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

(ALL PROPOSAL FORMS ARE AVAILABLE IN EXCEL FORMAT ON DEMANDSTAR & THE DISTRICT WEBSITE)

Instructions to Proposers for Excel Proposal Form Completion

1) Open Excel Document and *if prompted choose "Update" and "Continue" (see below)





2) Open Excel documents. There is 1 (one) Excel Proposal Form that must be completed for the following below:
   - Supplier Input Form

3) Enter your pricing for each of the items in the Price column (yellow)

4) Save and Print Proposal Form from Excel tab.

6) Sign Proposal Form signature page in blue ink.

7) Suppliers MUST submit pricing for all proposal forms.

8) Scan and upload Pricing Form with your submittal.

*Pricing form(s) must be **fully completed** and submitted with each Proposer's submittal packet

***** Notice to Suppliers: only enter pricing in the yellow boxes. All yellow columns/row <u>must</u> include a unit price. If any yellow box is left blank, your proposal packet <u>may be</u> rejected as incomplete. *****

If you have any issues completing the proposal forms, please call the Purchasing Department immediately.
****Errors or omissions by either party, may result in the cancellation of the solicitation****

SAMPLE

EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

RFP #24P-007 Storm Pipe Inspections, Cleaning and Repairs				
DIVING, PLUGGING, AND DEWATERING				
ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$0.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$0.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$0.00
4	Plug Rental	15 INCH	WK	$0.00
5	Plug Rental	18 INCH	WK	$0.00
6	Plug Rental	24 INCH	WK	$0.00
7	Plug Rental	30 INCH	WK	$0.00
8	Plug Rental	36 INCH	WK	$0.00
9	Plug Rental	42 INCH	WK	$0.00
10	Plug Rental	48 INCH	WK	$0.00
11	Plug Rental	54 INCH	WK	$0.00
12	Plug Rental	60 INCH	WK	$0.00
13	Plug Rental	66 INCH	WK	$0.00
14	Plug Rental	72 INCH	WK	$0.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$0.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$0.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$0.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$0.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$0.00
20	Easement Access for Plug Set, Removal	N/A	EA	$0.00
21	Underwater Dredging for Plug Set	N/A	HR	$0.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$0.00
23	Dewatering	00 - 24 INCH	LF	$0.00
24	Dewatering	30 - 36 INCH	LF	$0.00
25	Dewatering	42 - 48 INCH	LF	$0.00
26	Dewatering	54 - 60 INCH	LF	$0.00
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$0.00
STORM CLEANING AND INSPECTION SERVICES				
28	Light cleaning, storm	00 - 24 INCH	LF	$0.00
29	Light cleaning, storm	30 - 36 INCH	LF	$0.00
30	Light cleaning, storm	42 - 48 INCH	LF	$0.00
31	Light cleaning, storm	54 - 60 INCH	LF	$0.00
32	Light cleaning, storm	66 - 72 INCH	LF	$0.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$0.00
34	Medium cleaning, storm	30 - 36 INCH	LF	$0.00
35	Medium cleaning, storm	42 - 48 INCH	LF	$0.00
36	Medium cleaning, storm	54 - 60 INCH	LF	$0.00
37	Medium cleaning, storm	66 - 72 INCH	LF	$0.00
38	Heavy cleaning, storm	00 - 24 INCH	LF	$0.00
39	Heavy cleaning, storm	30 - 36 INCH	LF	$0.00
40	Heavy cleaning, storm	42 - 48 INCH	LF	$0.00
41	Heavy cleaning, storm	54 - 60 INCH	LF	$0.00
42	Heavy cleaning, storm	66 - 72 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$0.00
44	Structure Cleaning	N/A	EA	$0.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$0.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$0.00
47	CCTV Storm	00 - 30 INCH	LF	$0.00
48	CCTV Storm	36 - 60 INCH	LF	$0.00
49	CCTV Storm	66 - 72 INCH	LF	$0.00
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$0.00
51	Structure Inspection	N/A	EA	$0.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$0.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$0.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$0.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$0.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$0.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$0.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$0.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$0.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$0.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$0.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$0.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$0.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$0.00
65	Internal Seal - Storm	18 INCH	EA	$0.00
66	Internal Seal - Storm	24 INCH	EA	$0.00
67	Internal Seal - Storm	30 INCH	EA	$0.00
68	Internal Seal - Storm	36 INCH	EA	$0.00
69	Internal Seal - Storm	42 INCH	EA	$0.00
70	Internal Seal - Storm	48 INCH	EA	$0.00
71	Internal Seal - Storm	54 INCH	EA	$0.00
72	Internal Seal - Storm	60 INCH	EA	$0.00
73	Internal Seal - Storm	66 INCH	EA	$0.00
74	Internal Seal - Storm	72 INCH	EA	$0.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$0.00
76	Sectional Liner - Storm	18 INCH	LF	$0.00
77	Sectional Liner - Storm	24 INCH	LF	$0.00
78	Sectional Liner - Storm	30 INCH	LF	$0.00
79	Sectional Liner - Storm	36 INCH	LF	$0.00
80	Sectional Liner - Storm	42 INCH	LF	$0.00
81	Sectional Liner - Storm	48 INCH	LF	$0.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$0.00
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$0.00
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$0.00
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$0.00
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$0.00
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$0.00
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$0.00
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$0.00
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$0.00
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$0.00
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$0.00
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$0.00
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$0.00
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$0.00
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$0.00
98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	LF	$0.00
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	$0.00
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$0.00
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$0.00
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$0.00
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$0.00
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$0.00
105	Concrete Spin cast - Storm	18 INCH	LF	$0.00
106	Concrete Spin cast - Storm	24 INCH	LF	$0.00
107	Concrete Spin cast - Storm	30 INCH	LF	$0.00
108	Concrete Spin cast - Storm	36 INCH	LF	$0.00
109	Concrete Spin cast - Storm	42 INCH	LF	$0.00
110	Concrete Spin cast - Storm	48 INCH	LF	$0.00
111	Concrete Spin cast - Storm	54 INCH	LF	$0.00
112	Concrete Spin cast - Storm	60 INCH	LF	$0.00
113	Concrete Spin cast - Storm	66 INCH	LF	$0.00
114	Concrete Spin cast - Storm	72 INCH	LF	$0.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	GAL	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	GAL	$0.00
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$0.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$0.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$0.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$0.00
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$0.00
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$0.00
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$0.00
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$0.00
128	Weekly rental Basket Screen	4 INCH	EA	$0.00
129	Weekly rental Basket Screen	6 INCH	EA	$0.00
130	Weekly rental 90 Degree elbow	4 INCH	EA	$0.00
131	Weekly rental 90 Degree elbow	6 INCH	EA	$0.00

SAMPLE

PROPOSER'S
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

CONTRACTOR/FIRM: _____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct these Storm Pipe Inspections, Cleaning & Repairs? Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

1. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

2. Proposer should supply a list of five (5) similar projects successfully completed or currently working on by the Proposer, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

SAMPLE

W-9

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

SAMPLE

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Note: Proposer must sign the appropriate statement below as applicable. The proposer shall not change any Subcontractors, Subconsultants or Suppliers without just cause and approval by the District.

( ) No Subcontractors, Subconsultants or Suppliers will be used in connection with the performance of this contract.

Firm: _____

Signature: _____

-OR-

( ) All Sub-contractors, Sub-consultants or Suppliers to be used in connection with performance of this contract are listed below. (This form may be duplicated and as necessary for additional Firms/Agencies)

Firm: _____

Signature: _____

SUB-CONTRACTORS, SUB-CONSULTANTS AND SUPPLIERS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

SUBCONTRACTORS
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

Form ONLY required if your Subcontractor is self-performing 75% or more of the work proposal.

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

SUBCONTRACTOR: _____

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct Storm Pipe Inspections, Cleaning & Repairs Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

SUBCONTRACTOR EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

3. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

4. Subcontractor should supply a list of five (5) similar projects successfully completed or currently working on by the Subcontractor, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

SUBCONTRACTOR EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____

SUBCONTRACTOR'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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

SAMPLE

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: _____

-OR-

( ) 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.

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

PROPOSER'S CERTIFICATION

Submit To: Villages Community Development Districts Purchasing Department 1071 Canal Street The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715	VILLAGES COMMUNITY DEVLEOPMENT DISTRICTS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: February 8, 2024	**DUE TIME: 3:00 pm**	**RFP #24P-007**

TITLE: Storm Pipe Inspections, Cleaning & Repairs

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify acknowledgement and the review of any addenda issued (if applicable, indicate all addenda DATES below)."

_____	_____	_____	_____	_____
Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5
_____	_____	_____	_____	_____
Addendum #6	Addendum #7	Addendum #8	Addendum #9	Addendum #10

*The District may reject as non-responsive, any or all submittals where Respondents fail to acknowledge receipt of Addenda as prescribed.

"I, the undersigned, declare that I have carefully examined the Solicitation, 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 agree to abide by all conditions of this Solicitation and certify that I am authorized to sign this Certification and that the response is in compliance with all requirements of the Solicitation, including but not limited to certification requirements, insurance requirements and E-Verify participation.

I understand that timely commencement will be considered in award of this Solicitation 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 Solicitation requirements.

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I further declare that I have not divulged, discussed, or compared this submittal with any other Respondent and have not colluded with any Respondents or parties to a Solicitation whatsoever for any fraudulent purpose. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District, Villages Public Safety Department Dependent District or any Village Community Development Districts 1-15, Respondent agrees that if this submittal 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 District renders final payment to the Awardee."

_____	_____	_____	_____
Authorized Supplier Name	Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

SAMPLE

SUPPLIER CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST

Respondent Supplier Name: _____

FEIN: _____

Authorized Representative's Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email:_____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District Villages Public Safety Department Dependent District or any Village Community Development District 1-15 may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____, who is authorized to sign on behalf of Respondent

Print Name and Title: _____

Signature: _____ Date: _____

This document must be completed and returned with your Submittal

SAMPLE

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 employees for 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 workplace, any 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, or plea of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, 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 _____2024

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

SAMPLE

ANTI-COLLUSION STATEMENT

By signing, this form, the vendor agrees that this proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.

NAME OF FIRM:_____

[Sign in ink in the space provided below]

SIGNED BY:_____

TITLE:_____

ADDRESS:_____

CITY & STATE: _____

TELEPHONE: _____

No proposals will be withdrawn for a period of sixty (60) days subsequent to the opening of proposals, without the consent of the Purchasing Director.

NO PROPOSAL (Reason):

_____

_____

_____

_____

_____

This document must be completed and returned with your Submittal

SAMPLE

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements: Financial Rating of Insurance Companies - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than $1,000,000 each occurrence and a $2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain $1,000,000 each occurrence and $1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub- consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than $2,000,000 each occurrence and $2,000,000 aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (when applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

This document must be completed and returned with your Submittal

Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

*Note: The individual Districts that shall be endorsed and listed as Additional Insureds on all policies are:
Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton A Community Development District, Coleman Ridge Community Development District Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District.
Development District.

All at the following street address:
984 Old Mill-Run Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

The Contractor Agrees the COI shall:

I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.
II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.
III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.
V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- W-9: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- Occupational License: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- Contact Information: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

ACKNOWLEDGED:

_____ _____
Signature Date

SAMPLE

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 vendor, 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 successful Supplier agrees to indemnify and hold harmless the Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District, Village Community Development Districts 1-15 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 blackout period which is the period between the Issue Date of the Solicitation and the end of the 72-hour period following the Districts posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, 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 Purchasing Staff. Violation of this provision may result in disqualification of the violating party. All questions regarding this RFP/ITB must be submitted in writing to the District Purchasing Staff.

ANTI TRUST LAWS: By submission of a signed RFP/ITB, the successful Supplier 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. Respondents 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/ITB, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Supplier as to the meaning of the RFP/ITB Documents. Any inquiry or request for interpretation received by the Purchasing Department in writing before the date and time indicated in the RFP/ITB as the last day/time for questions 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 Respondents prior to the established RFP/ITB opening date. Each Respondent shall acknowledge receipt of such addenda in the form provided. In case any Respondent fails to acknowledge receipt of such addenda or addendum, Respondent's offer will nevertheless be construed as though it had been received and acknowledged and the submission of Respondent's RFP/ITB submittal will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/ITB documents and each Respondent will be bound by such addenda, whether or not received or acknowledged at submittal. It is the responsibility of each Respondent to verify receipt of all addenda issued before RFP/ITB submittals are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/ITB are to be considered as approximate only and are to be used solely for the comparison of RFP/ITB received. The District and/or District Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Supplier 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 RFP/ITB 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 submitted by Respondent.

GOVERNING LAWS AND REGULATIONS: The Supplier 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: Suppliers are hereby notified that all information submitted as part of, or in support of RFP/ITB, will be available for public inspection ten days after opening of the RFP/ITB 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/ITB must make an appointment by calling the Purchasing Director at (352) 751-6700. Any RFP/ITB submitted in response to this solicitation becomes 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/ITB submittal, in its best interest.

TAXES: The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Middleton Downtown Community Development District, Eastport Community Development District Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request and/ or found on the District website at www.Districtgov.org

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

PROPOSER RESPONSIBILITY: Invitation by the Districts to Suppliers is based on the recipient's specific request and application to DemandStar at www.DemandStar.com, to the District website at www.Districtgov.org 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.

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

EXAMINATION OF BID DOCUMENTS: Each Respondent shall carefully examine the RFP/ITB documents 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 successful Respondent will in no way relieve him of the obligations and responsibilities assumed under the Contract.

SUPPLIER RESPONSIBILITY: Respondents are fully and completely responsible for the labeling, identification and delivery of their RFP/ITB submittals. District Staff 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 Respondents shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Supplier shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal

The VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT, COLEMAN RIDGE COMMUNITY DEVELOPMENT DISTRICT, MIDDLETON A COMMUNITY DEVELOPMENT DISTRICT, WILDWOOD UTILITY DEPENDENT DISTRICT, MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT, EASTPORT COMMUNITY DEVELOPMENT DISTRICT, VILLAGES PUBLIC SAFETY DEPARTMENT DEPENDENT DISTRICT AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-15, 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 reserve the right to reject the submission of any Respondent 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/ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

PREPARATION OF PROPOSALS/BIDS:

SIGNATURE OF THE RESPONDENT: The Respondent must sign the RFP/ITB submittal forms in the spaces provided for signature. If the Respondent 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 Respondent 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 Respondent shall state in the RFP/ITB submittal forms the name and address of each person interested therein.

BASIS FOR RFP/ITB SUBMITTAL PRICING: The price proposed for each item shall be on a lump sum or unit price basis according to specifications in the RFP/ITB documents. 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/ITB submittal form. In the event that there is a discrepancy on the RFP/ITB submittal 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/ITB are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP/ITB identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING RESPONDENT: The contents of the RFP/ITB submittal of the successful Respondent will become contractual obligations if acquisition action ensues. Failure of the successful Respondent to accept these obligations in a contract may result in cancellation of the award and such Supplier may be removed from future participation.

INTENT TO AWARD: It is the Districts intent to select a Supplier within **sixty (60) calendar days** of the deadline for receipt of the RFP/ITB submittal. However, Proposals/Bids will be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/ITB submittal

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 award of a contract. All costs to prepare and submit a response to this RFP/ITB shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the District Representative (End Using Department) and Purchasing Department. The Supplier 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. All work will proceed in a timely manner without delays.

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

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):
By submitting a RFP/ITB, the successful Respondent acknowledges that other Public Agencies may seek to "Piggyback" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in their submittal, for the same prices and/or terms proposed. Successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggyback any contract, the Agency must first obtain the Suppliers's approval – without the Supplier's approval, the seeking Agency cannot Piggyback.

PLANS, FORMS & SPECIFICATIONS: RFP/ITB documents for this project are available free of charge to download on the District website at www.Districtgov.org Documents may also be accessed on DemandStar at www.DemandStar.com (Supplier must pay any DemandStar fees or any shipping). 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). Respondents are required to use the official RFP/ITB submittal 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 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.

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 Respondent may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/ITB specification for any item(s). If the RFP/ITB is based on equivalent products, indicate in your RFP/ITB submittal the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/ITB will not satisfy this provision. The Respondent shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. A RFP/ITB submittal which does not comply with these requirements is subject to rejection. A RFP/ITB submittal lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the RFP/ITB. The Purchasing Director 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 Director, or designated representative.

QUANTITIES: The quantities as specified in this RFP/ITB 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 Respondent's expense. Each sample shall be labeled with the Respondent's name, manufacturer brand name and number, RFP/ITB number and item reference. Samples of successful Respondent'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: Supplier 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 Date

SAMPLE

WILDLIFE HABITAT MANAGEMENT PLAN

Southeastern American Kestrel (ST, FWC)

This small rusty colored falcon normally nests in hollow or dead trees in abandoned wood pecker holes between 10 and 30 feet off the ground. Man made nest boxes offer suitable nesting sites as well. Nest boxes can be seen on many golf courses around the Villages. Any disturbance near the nest tree could result in egg breakage or loss of the young.

Wading Birds

All of the protected wading birds may be found in wetland areas or even feeding in pastures, grassy lawns and golf courses. Discarded fishing line and misuse of pesticides are severe hazards to theses species.

Southern Fox Squirrel

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

American Alligator (FT, USFWS)

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.

Bald Eagle

The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act (effective August 9, 2007). These acts prohibit the disturbance, harassment, harm, or take of eagles, their nest or eggs.

Wildlife Protection

The Villages serves as a prime example of a major private development that has worked closely with federal and state regulation 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. Thirteen protected species preserves have been constructed for this 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 plans.

To report protected species violations or an injured protected species please call:
BDA:
407-252-4466 (Jonathan McCurry)
407-252-7695 (Debbie Rivera)
352-799-9488 (Jeff Pardue)
407-252-1831 (Jeff Pardue)

The Villages

Protected Species and Environmental Compliance Information

Gopher Tortoise

Breedlove, Dennis & Associates, Inc.

Dzuro & Associates

Protected Species

American alligator
(*Alligator mississippiensis*)
Bald eagle
(*Haliaeetus leucocephalus*)
Eastern indigo snake
(*Drymarchon corais couperi*)
Florida burrowing owl
(*Athene cunicularia floridana*)
Florida pine snake
(*Pituophis melanoleucus mugitus*)
Florida sandhill crane
(*Grus canadensis pratensis*)
Florida scrub-jay
(*Aphelocoma coerulescens*)
Gopher tortoise
(*Gopherus polyphemus*)
Little blue heron
(*Egretta caerulea*)
Red-cockaded woodpecker
(*Picoides borealis*)
Southern fox squirrel
(*Sciurus niger niger*)
Short-tailed snake
(*Stilosoma extenuatum*)
Southeastern American kestrel
(*Falco sparverius paulus*)
Tricolored heron
(*Egretta tricolor*)
Whooping crane
(*Grus Americana*)
Wood stork
(*Mycteria americana*)
Gopher tortoise burrows and owl burrows are also protected.

Protection

The federal Endangered Species Act (ESA) 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 Fish and Wildlife Conservation Commission (FWC). All migratory birds are protected by the U.S. Migratory Bird Treaty Act. This includes virtually all native birds except European starlings (*Sturnus vulgaris*).

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 ESA 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 the Florida state Wildlife Code is punishable as a second degree misdemeanor with fines up to $500 and/or 60 day imprisonment for first offenses. additional penalties thereafter.

Florida Burrowing Owl (ST, FWC)

This small owl is often seen sitting by its 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 activates feeding in yards and golf course ruff.

Gopher Tortoise (ST, FWC)

A medium-sized turtle (to 10 in. = 254 mm) fully adapted for life on land. Upper shell brown and relatively flat above; lower shell yellowish, without hinge, and projecting forward, especially in male; skin brown to dark gray. Forelimbs greatly expanded for digging; hind limbs reduced, stumpy, lacking any form of webbing between toes. Lower shell of male somewhat concave. Young: scales of carapace often with yellow centers, skin yellowish to tan; approximately 2 in. (51 mm) shell length at hatching. Other protected species like the gopher frog, Florida pine snake, or the indigo snake may be found in tortoise burrows.

WILDLIFE HABITAT MANAGEMENT ACKNOWLEDGMENT FORM

"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."

SUPPLIER

Company _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

SAMPLE

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, 1071 Canal St., The Villages, FL 32162, Attn: Crystal Ford-Bellamy, Buyer.

We, the undersigned, have declined to submit a proposal on the "RFP #24P-007 Storm Pipe Inspections, Cleaning & Repairs

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to the Invitation to Solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our 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 owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

SAMPLE

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 Supplier)

THIS AGREEMENT is made this 1st day of April 2024, by and between the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on April 1st, 2024, whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **XXXXXXXX** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is **XXXXXXXX**.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspections, Cleaning & Services and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspections, Cleaning & Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspections, Cleaning & Services 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. <u>SERVICES BY CONTRACTOR</u>

1.1 SUPPLIER, 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 Storm Pipe Inspections, Cleaning & Services Request for Proposal (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local 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 SUPPLIER.

1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

SAMPLE

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9
4.13 E-Verify Contractor/Subcontractor Affidavit

SAMPLE

4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All Proposal Addenda Issued Prior to Proposal Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

6. INSURANCE

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

SAMPLE

7. WARRANTY

The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Pool & Spa Repair and Maintenance material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

8. SELF HELP BY DISTRICT

8.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

8.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

8.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

8.5 SATISFACTORY PERFORMANCE

8.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

8.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

8.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

SAMPLE

9. ASSIGNMENT

9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10. NOTICE OF SALE OR MERGER

10.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

11. BREACH OF CONTRACT

11.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future proposals and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12. OTHER MATTERS

12.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

12.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

12.3 The obligations of the SUPPLIERS 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.

12.4 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.

12.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

12.6 SUPPLIER 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.

12.7 SUPPLIER 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 SUPPLIER 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.

12.8 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 SUPPLIER recognizes that any representations, statements, or negotiations made

SAMPLE

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.

12.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

12.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13. <u>SUPPLIER'S REPRESENTATIONS</u>

13.1 SUPPLIER makes the following representations:

13.2 SUPPLIER 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.

13.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

13.4 SUPPLIER 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.

13.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

13.6 SUPPLIER declares that submission of a proposal for the work constitutes an incontrovertible representation that the SUPPLIER 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.

13.7 Equal Opportunity: SUPPLIER 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.

13.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

13.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

SAMPLE

- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **XXXXXXXXXXXXXXXXXX** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**XXXXXXXXXXXXXXXXXXXXXXXX**
By:_____	By:_____
_____ Print Name	_____ Print Name
_____ Print Title	_____ Print Title
_____ Date	_____ Date
_____ Attest	_____ Attest

SAMPLE

E-VERIFY SUPPLIER AFFIDAVIT

Solicitation No. 24P-007

SUPPLIER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Supplier verifies its compliance with State of Florida Executive Order No. 11-116, stating affirmatively that the individual, firm, or corporation which is contracting with the Villages 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 all persons assigned by the Supplier to perform work pursuant to the Agreement with the District.

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 Agreement with the Villages Community Development Districts Board of Supervisors, Supplier will secure from such subcontractor(s) similar verification of compliance with State of Florida Executive Order No. 11-116 on the subcontractor Affidavit provided or a substantially similar form. Supplier further agrees to maintain records of such compliance and provide a copy of each such verification to the Villages 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 Supplier Date

_____
Title of Authorized Officer or Agent of Supplier

_____
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____day of _____2024

_____
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. 24P-007

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with State of Florida Executive Order No. 11-116 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 Villages 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 all persons assigned by the subcontractor to perform work pursuant to the Agreement with the District.

_____
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 _____2024

_____
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

PART 7
EXHIBITS

EXHIBIT A
Annual Estimated Quantities
(Diving, Plugging and Dewatering)

EXHIBIT A

ANNUAL ESTIMATED QUANTITIES

ITEM #	ITEM DESRIPTION	SIZE	UNIT	QTY
DIVING, PLUGGING, AND DEWATERING				
1	Plug Set in Structure or Outfall	00 - 24 INCH	**EA**	10
2	Plug Set in Structure or Outfall	30 - 54 INCH	**EA**	30
3	Plug Set in Structure or Outfall	60 - 72 INCH	**EA**	5
4	Plug Rental	15 INCH	**WK**	5
5	Plug Rental	18 INCH	**WK**	5
6	Plug Rental	24 INCH	**WK**	5
7	Plug Rental	30 INCH	**WK**	10
8	Plug Rental	36 INCH	**WK**	10
9	Plug Rental	42 INCH	**WK**	10
10	Plug Rental	48 INCH	**WK**	10
11	Plug Rental	54 INCH	**WK**	10
12	Plug Rental	60 INCH	**WK**	3
13	Plug Rental	66 INCH	**WK**	3
14	Plug Rental	72 INCH	**WK**	3
15	Plug Removal in Structure or Outfall	00 - 24 INCH	**EA**	10
16	Plug Removal in Structure or Outfall	30 - 54 INCH	**EA**	30
17	Plug Removal in Structure or Outfall	60 - 72 INCH	**EA**	5
18	Certified Dive Team for Exploratory Dive	N/A	**HR**	20
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	**EA**	20
20	Easement Access for Plug Set, Removal	N/A	**EA**	15
21	Underwater Dredging for Plug Set	N/A	**HR**	50
22	Pump Delivery to Job Site and Set Up	N/A	**EA**	80
23	Dewatering	00 - 24 INCH	**LF**	2000
24	Dewatering	30 - 36 INCH	**LF**	2000
25	Dewatering	42 - 48 INCH	**LF**	1000
26	Dewatering	54 - 60 INCH	**LF**	1000
27	Easement Access for Pump Set Up and Delivery	N/A	**EA**	15
STORM CLEANING AND INSPECTION SERVICES				
28	Light cleaning, storm	00 - 24 INCH	**LF**	1000
29	Light cleaning, storm	30 - 36 INCH	**LF**	1000
30	Light cleaning, storm	42 - 48 INCH	**LF**	650
31	Light cleaning, storm	54 - 60 INCH	**LF**	350
32	Light cleaning, storm	66 - 72 INCH	**LF**	250
33	Medium cleaning, storm	00 - 24 INCH	**LF**	3000
34	Medium cleaning, storm	30 - 36 INCH	**LF**	3000
35	Medium cleaning, storm	42 - 48 INCH	**LF**	2000
36	Medium cleaning, storm	54 - 60 INCH	**LF**	1500
37	Medium cleaning, storm	66 - 72 INCH	**LF**	400
38	Heavy cleaning, storm	00 - 24 INCH	**LF**	2000
39	Heavy cleaning, storm	30 - 36 INCH	**LF**	2000
40	Heavy cleaning, storm	42 - 48 INCH	**LF**	1500
41	Heavy cleaning, storm	54 - 60 INCH	**LF**	1000
42	Heavy cleaning, storm	66 - 72 INCH	**LF**	350
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	**LF**	

44	Structure Cleaning	N/A	**EA**	250
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	**EA**	40
46	Pump Station/Storm Lift Station Cleaning	N/A	**HR**	20
47	CCTV Storm	00 - 30 INCH	**LF**	12000
48	CCTV Storm	36 - 60 INCH	**LF**	8000
49	CCTV Storm	66 - 72 INCH	**LF**	1000
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	**LF**	250
51	Structure Inspection	N/A	**EA**	250
PRESSURE GROUT MAINLINE				
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	**EA**	10
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	**EA**	10
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	**EA**	10
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	**EA**	10
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	**EA**	10
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	**EA**	10
REPAIR BANDS				
58	Mechanical Repair Sleeve - Storm	15 INCH	**EA**	3
59	Mechanical Repair Sleeve - Storm	18 INCH	**EA**	3
60	Mechanical Repair Sleeve - Storm	24 INCH	**EA**	3
61	Mechanical Repair Sleeve - Storm	30 INCH	**EA**	3
62	Mechanical Repair Sleeve - Storm	36 INCH	**EA**	3
63	Mechanical Repair Sleeve - Storm	42 INCH	**EA**	3
64	Mechanical Repair Sleeve - Storm	48 INCH	**EA**	3
65	Internal Seal - Storm	18 INCH	**EA**	5
66	Internal Seal - Storm	24 INCH	**EA**	5
67	Internal Seal - Storm	30 INCH	**EA**	5
68	Internal Seal - Storm	36 INCH	**EA**	5
69	Internal Seal - Storm	42 INCH	**EA**	5
70	Internal Seal - Storm	48 INCH	**EA**	5
71	Internal Seal - Storm	54 INCH	**EA**	5
72	Internal Seal - Storm	60 INCH	**EA**	2
73	Internal Seal - Storm	66 INCH	**EA**	2
74	Internal Seal - Storm	72 INCH	**EA**	2
CIPP SECTIONAL LINER				
75	Sectional Liner - Storm	15 INCH	**LF**	5
76	Sectional Liner - Storm	18 INCH	**LF**	5
77	Sectional Liner - Storm	24 INCH	**LF**	5
78	Sectional Liner - Storm	30 INCH	**LF**	5
79	Sectional Liner - Storm	36 INCH	**LF**	5
80	Sectional Liner - Storm	42 INCH	**LF**	5
81	Sectional Liner - Storm	48 INCH	**LF**	5
CIPP MANHOLE TO MANHOLE LINING				
82	CIPP manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	**LF**	200
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	**LF**	50
84	CIPP manhole to Manhole Lining - Diameter: 9mm	18 INCH	**LF**	200
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	**LF**	50
86	CIPP manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	**LF**	200
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	**LF**	50

88	CIPP manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	**LF**	150
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	**LF**	35
90	CIPP manhole to Manhole Lining - Diameter: 15mm	36 INCH	**LF**	150
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	**LF**	35
92	CIPP manhole to Manhole Lining - Diameter: 19mm	42 INCH	**LF**	150
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	**LF**	35
94	CIPP manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	**LF**	100
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	**LF**	25
96	CIPP manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	**LF**	100
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	**LF**	25
98	CIPP manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	**LF**	75
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	**LF**	15
100	CIPP manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	**LF**	50
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	**LF**	15
102	CIPP manhole to Manhole Lining - Diameter: 33 mm	72 INCH	**LF**	25
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	**LF**	10
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	**LF**	100
105	Concrete Spin cast - Storm	18 INCH	**LF**	100
106	Concrete Spin cast - Storm	24 INCH	**LF**	100
107	Concrete Spin cast - Storm	30 INCH	**LF**	75
108	Concrete Spin cast - Storm	36 INCH	**LF**	75
109	Concrete Spin cast - Storm	42 INCH	**LF**	50
110	Concrete Spin cast - Storm	48 INCH	**LF**	50
111	Concrete Spin cast - Storm	54 INCH	**LF**	50
112	Concrete Spin cast - Storm	60 INCH	**LF**	25
113	Concrete Spin cast - Storm	66 INCH	**LF**	25
114	Concrete Spin cast - Storm	72 INCH	**LF**	25
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	**EA**	10
116	Set Up Charge for Soil Stabilzation	N/A	**EA**	5
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	**LB**	50
118	Storm Structure Sealing Set Up Fee	N/A	**EA**	20
119	Storm Structure Injection Grout for Sealing	N/A	**SY**	100
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	**DAY**	1
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	**EA**	10
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	**EA**	30
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	**EA**	30
124	Weekly rental 4" discharge hose (100ft)	4 INCH	**EA**	6
125	Weekly rental 4" intake hoes (50ft)	4 INCH	**EA**	6
126	Weekly rental 6" discharge hose (100ft)	6 INCH	**EA**	6
127	Weekly rental 6" intake hoes (50ft)	6 INCH	**EA**	6
128	Weekly rental Basket Screen	4 INCH	**EA**	0
129	Weekly rental Basket Screen	6 INCH	**EA**	0
130	Weekly rental 90 Degree elbow	4 INCH	**EA**	0
131	Weekly rental 90 Degree elbow	6 INCH	**EA**	0

Addendum 1
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #1: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 22, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. What is the Engineer's Estimate/budget?
A1. The estimated budget for each District under contract is different based on the storm pipe types and quantities of that District. The overall approximate annual budget for the first year of this contract is: $1,045,000.

Q2. Will the District allow for a General Contractors License instead of Florida State Underground License?
A2. Yes, We will accept a General Contractors License as per FL Statute 489.105(b)

Q3. Will UVGRP liner be accepted as "an equal" for traditional felt pipe liner for project RFP #24P-007? I have attached our HK Solutions data sheets for UVGRP, thank in advance.
A3. No, the district will not accept UVGRP liners for this contract.

Q4. What is your annual budget for this project?
A4. Answered with question one.

Q5. Is there a bid bond due?
A5. There is no Bid bond required for submittal.

Q6. Does The Villages MS4 permit include approval to decant water from stormwater system cleaning and release potable water from pressure washing of pipes, catch basins, or manhole structures to the stormwater system that will be cleaned or CIPP lined under request for proposal# 24P-007? If not, does the associated pollution prevention/reduction plan, O&M plan, housekeeping plan, or other best management practices plan prepared for the MS4 permit allow for the decanting of water from stormwater system cleaning and the release of potable water from pressure washing to the stormwater system?
A6. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q7. Does The Villages have state or federal authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system? If such an approval does not exist, does The Villages plan to obtain authorization from the state or federal environmental agency for the work under request for proposal #24P-007? Will this authorization include approval for controls to be used at outfalls to catch and contain any cleaning water associated with stormwater cleaning that cannot be captured in the pipe system?
A7. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q8. If an authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system is not present in The Villages MS4 permit or related plans, where should decant water be disposed?
A8. It will be the contractor's responsibility to find a suitable means of disposal for any of the debris that is collected along with the water that is used during the cleaning.

Q9. If captured potable or cleaning water is to be disposed into a sanitary system, does The Villages have a permit or formal approval to discharge into the sanitary system? If not, is the contractor responsible for obtaining approval from the sanitary sewer system owner\operator?
A9. It would be the contractor's responsibility to obtain approval.

Q10. Are bid tabulations from the previous contract for this work available to prospective bidders?
A10. There are no previous proposals as this work has never been solicited out for contract.

Q11. Items 115 – 121 have a N/A as a quantity – I want to confirm are we to bid those or are they excluded from the bid?
A11. The items should be priced, they should not be excluded from your pricing. We did not have estimated quantities for those items, but they should be included with your submitted pricing.

Q12. Does the District have previous detailed & itemized bid tabulations for any proposals, work orders for similar project scope?
A12. There are no previous bid tabulations or proposals for this work since this contract has never been solicited before.

Q13. What work orders has the district released in the past year that show quantities for complete project scope?
A13. Answered with question #12.

Q14. Is a Bid Bond Required for this project?
A14. See answer to question #5

Addendum 2
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #2: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 26, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. Would The Villages allow UV cure as an approved lining method?
A1. The Villages does not want a fiberglass UV liner to be used.

For clarification, can you describe in detail <u>how the dewatering / pumping / discharge and disposal is performed currently</u>:
Q2. Do you have a SOP or in-house document or procedure that is for these purposes?
A2. The Villages District Property Management (DPM) does not have a SOP for dewatering. We have a complex system consisting of over 800 stormwater retention basins. The dewatering in most cases consists of isolating the pipes being inspected and pumping the water back into the same storm system beyond the area being inspected. For work needing to dewater a basin, we would isolate the basin with pipe plugs and manually pump the water into a different portion of the stormwater system, such as into a roadway inlet or adjacent basin. Whenever possible, we may have the ability to move the water into an adjacent basin with bleed valves through the existing gravity system. This complexity was considered when writing the contract, such as the "Additional Services" category including plug installations and pumps as a billable line item if dewatering services are necessary.

Q3. Where is the discharge hose placed for discharge?
A3. See A2.

Q4. What body of water or structure is the discharge, discharging into?
A4. See A2.

Q5. Is vac-truck-water, removed from the system transported off-site for discharge?
A5. It is the responsibility of the contractor to determine the most appropriate discharge location based on the BMPs of NPDES and the awareness of potential public concerns.

Q6. Where is vac-truck-water currently being discharged?
A6. See A5.

Q7. Are debris in the vac-truck disposed of on-site?
A7. See A5.

Q8. Where are the vac-truck debris currently being disposed of?
A8. Per the contract scope, "The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed." The only dumpsite location available from the District is located near CR 42 and offers only an extremely limited area.

Correction:

Line item 119 previously requested pricing per SF

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	LB	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	SY	$0.00

Revised: Line item 119 now requests pricing per gallon. Please use REVISED proposal forms that will be uploaded to both demandstar and the district website.

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$0.00

Exhibit "C"
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **"RFP #22-XX-XXX "INSERT TITLE HERE"**.

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Atlantic Pipe Services, LLC
Company

Allan Cagle
Authorized Signature

Allan Cagle President
Printed Name & Title

info@atlanticpipe.us
Email

The Hilb Group of Florida
Insurance Agency

Signature of Proposer's Agent

1420 Martin Luther King Jr. Blvd.
Address

Sanford, FL 32771
City, State, Zip Code

407-792-1360
Telephone No.

N/A
Fax No.

Exhibit "D"
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Atlantic Pipe Services, LLC, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Allan Cagle
Authorized Signature

Atlantic Pipe Services, LLC
Company

Allan Cagle
Printed Name

President
Title

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged and sworn to before me by means of [X] physical presence or [ ] online notarization of _____, as President of Atlantic Pipe Services, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 9th day of December, 2024.

(stamp)

Notary Public State of Florida
Natasha Nilsen
My Commission
HH 184473
Exp.10/10/2025

NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **HINTERLAND GROUP, INC.**, a Florida corporation located at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 (the "CONTRACTOR") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Services Agreement for Storm Pipe Inspections, Cleaning, and Repairs between the Village Center Community Development District (the "District"), and CONTRACTOR, dated April 10, 2024, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by the District through the District's RFP #24P-007, attached hereto as **Exhibit "B"** and made a binding part hereof by this reference; and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide the services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through September 30, 2026, and may be renewed for one (1) additional two-year period upon written mutual agreement by the CITY and CONTRACTOR. **The prices awarded by CONTRACTOR shall remain fixed for the initial term of the Agreement.** Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety-day (90) written notice of non-renewal.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract and its attachments (**Exhibit "A"**) and RFP #24P-007 (**Exhibit "B"**) (collectively referred to hereinafter as the "Original Contract Documents"). Notwithstanding any contrary provision in the Original Contract Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

CITY:	City of Mount Dora ATTN: City Manager 510 N. Baker Street Mount Dora, Florida 32757
Copy to:	Patrick Brackins, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy; Suite 100 Maitland, Florida 32751
CONTRACTOR:	Hinterland Group, Inc. ATTN: Chase Rogers 2051 W. Blue Heron Blvd. Riviera Beach, Florida 33404

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO**.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract Documents, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

The services to be performed in accordance with this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. INDEMNIFICATION.

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

(F) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

(G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 15. DISPUTE RESOLUTION.

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the State or Federal court of appropriate jurisdiction located in Lake County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit "C"**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract

with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR hereby certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of the City of Mount Dora only
Approved as to form:

_____
Patrick Brackins, City Attorney

HINTERLAND GROUP, INC.

_____

Print: Chase Rogers

Title: COO

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn to before me by means of [✓] physical presence or [ ] online notarization of Chase Rogers, as COO of Hinterland Group Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 6 day of December, 2024.

(stamp) NOTARY PUBLIC STATE OF FLORIDA
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

_____

NOTARY PUBLIC Lori Guild

Attachments:

Exhibit A – Underlying Contract

Exhibit B – District RFP #24P-007

Exhibit C – Insurance Requirements

Exhibit D – Human Trafficking Affidavit

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 on this 28 day of OCTOBER, 2024.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated OCTOBER 28, 2024

Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2024 by DANIEL DUKE, III.

Lori Guild

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2024

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504

Exhibit "A"
Underlying Contract between
Village Center Community Development District
and
Hinterland Group, Inc.

AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND HINTERLAND GROUP, INC. FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS RFP #24P-007

THIS AGREEMENT is made effective this 10th day of April 2024 (hereafter referred to as the :Effective Date", by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **HINTERLAND GROUP, INC.** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 2051 W. Blue Heron Blvd, Riviera Beach, Florida 33404.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspection, Cleaning & Repair Services, and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspection, Cleaning & Repair Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspection, Cleaning & Repair Services 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 SUPPLIER, 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 Storm Pipe Inspection, Cleaning & Repair Services, Request for Proposals (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way 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 SUPPLIER.

1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. **UNUSUAL COSTS**

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. **CONTRACT DOCUMENTS**

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9

4.13 E-Verify Contractor/Subcontractor Affidavit
4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be the Effective Date through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5%.

6. **INSURANCE**

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

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 SUPPLIER is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER 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, SUPPLIER shall: 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 SUPPLIER 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, SUPPLIER shall submit to DISTRICT SUPPLIER'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 SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.

7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER 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 SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. **WARRANTY**

8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Wallpaper Installation & Removal material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

9. **SELF HELP BY DISTRICT**

9.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

9.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

9.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

9.5 **SATISFACTORY PERFORMANCE**

9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

9.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

10. **ASSIGNMENT**

10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

11. NOTICE OF SALE OR MERGER

11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

12. **BREACH OF CONTRACT**

12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

13. **OTHER MATTERS**

13.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

13.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

13.3 The obligations of the SUPPLIERS 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.

13.4 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.

13.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

13.6 SUPPLIER 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.

13.7 SUPPLIER 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 SUPPLIER 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.

13.8 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 SUPPLIER 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.

13.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

13.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

13.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.

14. **SUPPLIER'S REPRESENTATIONS**

14.1 SUPPLIER makes the following representations:

14.2 SUPPLIER 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.

14.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

14.4 SUPPLIER 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.

14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

14.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER 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.

14.7 Equal Opportunity: SUPPLIER 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.

14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **HINTERLAND GROUP, INC.** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**HINTERLAND GROUP, INC.**
By: Kelly Flores	By:
Kelly Flores	Chase Rogers
Print Name	Print Name
Chair	Project Director
Print Title	Print Title
4/10/24	03/06/2024
Date	Date
Attest	Attest Daniel Duke III, President

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs

ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
	DIVING, PLUGGING, AND DEWATERING			
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$1,500.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$3,500.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$5,000.00
4	Plug Rental	15 INCH	WK	$1.00
5	Plug Rental	18 INCH	WK	$1.00
6	Plug Rental	24 INCH	WK	$1.00
7	Plug Rental	30 INCH	WK	$1.00
8	Plug Rental	36 INCH	WK	$1.00
9	Plug Rental	42 INCH	WK	$1.00
10	Plug Rental	48 INCH	WK	$1.00
11	Plug Rental	54 INCH	WK	$1.00
12	Plug Rental	60 INCH	WK	$1.00
13	Plug Rental	66 INCH	WK	$1.00
14	Plug Rental	72 INCH	WK	$1.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$500.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$500.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$500.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$445.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$1,500.00
20	Easement Access for Plug Set, Removal	N/A	EA	$1,000.00
21	Underwater Dredging for Plug Set	N/A	HR	$445.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$2,100.00
23	Dewatering	00 - 24 INCH	LF	$8.00
24	Dewatering	30 - 36 INCH	LF	$8.00
25	Dewatering	42 - 48 INCH	LF	$10.00
26	Dewatering	54 - 60 INCH	LF	$10.00
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$500.00
	STORM CLEANING AND INSPECTION SERVICES			
28	Light cleaning, storm	00 - 24 INCH	LF	$3.00
29	Light cleaning, storm	30 - 36 INCH	LF	$6.00
30	Light cleaning, storm	42 - 48 INCH	LF	$7.00
31	Light cleaning, storm	54 - 60 INCH	LF	$9.00
32	Light cleaning, storm	66 - 72 INCH	LF	$12.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$4.00
34	Medium cleaning, storm	30 - 36 INCH	LF	$9.00
35	Medium cleaning, storm	42 - 48 INCH	LF	$10.00
36	Medium cleaning, storm	54 - 60 INCH	LF	$12.00
37	Medium cleaning, storm	66 - 72 INCH	LF	$15.00
38	Heavy cleaning, storm	00 - 24 INCH	LF	$8.00
39	Heavy cleaning, storm	30 - 36 INCH	LF	$15.00
40	Heavy cleaning, storm	42 - 48 INCH	LF	$20.00
41	Heavy cleaning, storm	54 - 60 INCH	LF	$30.00
42	Heavy cleaning, storm	66 - 72 INCH	LF	$45.00
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$6.00
44	Structure Cleaning	N/A	EA	$500.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$300.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$420.00
47	CCTV Storm	00 - 30 INCH	LF	$3.00
48	CCTV Storm	36 - 60 INCH	LF	$5.00

EXHIBIT A

49	CCTV Storm	66 - 72 INCH	LF	$5.00
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$500.00
51	Structure Inspection	N/A	EA	$150.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$1,200.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$1,800.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$3,000.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$1,200.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$1,800.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$3,000.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$1,600.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$1,800.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$2,400.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$3,000.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$3,600.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$4,200.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$4,800.00
65	Internal Seal - Storm	18 INCH	EA	$960.00
66	Internal Seal - Storm	24 INCH	EA	$960.00
67	Internal Seal - Storm	30 INCH	EA	$1,010.00
68	Internal Seal - Storm	36 INCH	EA	$1,250.00
69	Internal Seal - Storm	42 INCH	EA	$1,400.00
70	Internal Seal - Storm	48 INCH	EA	$1,500.00
71	Internal Seal - Storm	54 INCH	EA	$1,850.00
72	Internal Seal - Storm	60 INCH	EA	$2,100.00
73	Internal Seal - Storm	66 INCH	EA	$2,575.00
74	Internal Seal - Storm	72 INCH	EA	$2,850.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$4,500.00
76	Sectional Liner - Storm	18 INCH	LF	$4,500.00
77	Sectional Liner - Storm	24 INCH	LF	$4,500.00
78	Sectional Liner - Storm	30 INCH	LF	$6,000.00
79	Sectional Liner - Storm	36 INCH	LF	$7,500.00
80	Sectional Liner - Storm	42 INCH	LF	$12,000.00
81	Sectional Liner - Storm	48 INCH	LF	$12,000.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$71.00
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$3.00
84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$90.00
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$3.00
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$120.00
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$3.00
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$180.00
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$3.00
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$210.00
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$3.00
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$300.00
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$3.00
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$360.00
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$3.00
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$425.00
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$3.00
98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	LF	$600.00

EXHIBIT A

99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	$3.00
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$690.00
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$3.00
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$820.00
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$3.00
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$125.00
105	Concrete Spin cast - Storm	18 INCH	LF	$150.00
106	Concrete Spin cast - Storm	24 INCH	LF	$175.00
107	Concrete Spin cast - Storm	30 INCH	LF	$250.00
108	Concrete Spin cast - Storm	36 INCH	LF	$275.00
109	Concrete Spin cast - Storm	42 INCH	LF	$375.00
110	Concrete Spin cast - Storm	48 INCH	LF	$450.00
111	Concrete Spin cast - Storm	54 INCH	LF	$525.00
112	Concrete Spin cast - Storm	60 INCH	LF	$600.00
113	Concrete Spin cast - Storm	66 INCH	LF	$600.00
114	Concrete Spin cast - Storm	72 INCH	LF	$750.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$90.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$1,500.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$175.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$1,500.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$300.00
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$1,200.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$1,500.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$4,000.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$5,600.00
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$1.00
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$1.00
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$1.00
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$1.00
128	Weekly rental Basket Screen	4 INCH	EA	$1.00
129	Weekly rental Basket Screen	6 INCH	EA	$1.00
130	Weekly rental 90 Degree elbow	4 INCH	EA	$1.00
131	Weekly rental 90 Degree elbow	6 INCH	EA	$1.00

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
- The intent is to award up to three (3) Suppliers selected by their rankings. The awards will be based on the proposals that are the most advantageous to the District. Only the top three (3) ranked Contractors may be awarded the contract.
- 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 Villages Community Development Districts in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and*

EXHIBIT A

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."

CHASE ROGERS, PROJECT DIRECTOR — 2/7/24

Authorized Agent Name, Title (Print) — *Authorized Signature* — *Date*

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Name of Proponent's Firm:

HINTERLAND GROUP INC.

This document must be completed and returned with your Submittal

EXHIBIT A

Exhibit "B"
Village Center Community Development District
RFP #24P-007

REQUEST FOR PROPOSALS

FOR

Storm Pipe Inspections, Cleaning, and Repairs

RFP #24P-007

Issued By:

Village Community Development Districts
Purchasing Department
Crystal Ford-Bellamy, Buyer
1071 Canal Street
The Villages, Florida 32162
Phone (352) 751-6700 * Fax (352) 751-6715
www.districtgov.org
Crystal Ford@districtgov.org

Date of Issue January 11, 2024
Due Date / Time: February 8, 2024 at 3:00 PM

CALENDAR OF EVENTS / PROPOSAL 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.

ACTION	COMPLETION DATE
Issue RFP	**January 11, 2024**
OPTIONAL **Pre-Proposal Conference**	**January 18, 2024 at 9:00 AM** Purchasing Conference Room 1071 Canal St., 2nd Floor The Villages, FL 32162
Last Day for Questions	**January 26, 2024 by 4:00 PM**
Proposals Due	**February 8, 2024 by 3:00 PM**
Public Proposal Opening	**February 8, 2024 at 3:15 PM** Purchasing Conference Room 1071 Canal St. The Villages, FL 32162
Selection Committee Meeting	**February 29, 2024 at 9:00 AM** Large Conference Room located 984 Old Mill Run The Villages, FL 32162
District Board Approvals	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and ready for Board Review/Approval

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COMPLETENESS OF PROPOSAL CHECKLIST

Proposers remain responsible for reading the entire Proposal document to ensure 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 reserves the right to request corrections of minor errors or irregularities. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- ☐ Proposal Cover Page – all information completed and signed
- ☐ Proposal Forms – (**One (1) Form, must be signed and dated**) submitted in correct format, accurate calculations, and signed (ONLY EXCEL PROPOSALS SHALL BE ACCEPTED. The file(s) can be found on DemandStar and the District Webpage)
- ☐ Proposer's Statement of Experience, Equipment and Personnel & References for Similar Projects
  - List five (5) references of similar size and scope
- ☐ W-9 – completed and signed
- ☐ Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed
- ☐ If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- ☐ Exceptions or Deviations to Specifications – signed and/or information completed
- ☐ Proposer's Certification – Addenda acknowledged and form signed
- ☐ Supplier Certification Regarding Scrutinized Companies' List – signed
- ☐ Drug Free Workplace Certificate – signed and notarized
- ☐ Anti-Collusion Form – completed and signed
- ☐ Insurance Requirements – signed
- ☐ Statement of Terms and Conditions – signed
- ☐ Wildlife Habitat Management Plan – signed
- ☐ Copy of Required/Applicable Licenses or Certifications per specifications
  - Florida State Underground License.
  - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications.
  - MOT Intermediate certified
- ☐ Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

PART 1
INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Sealed proposals will be received by the Village Community Development Districts Purchasing Department located at 1071 Canal Street, The Villages, Florida 32162, until 3:00 PM on February 8, 2024 for: RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. All timely received Proposals shall be opened at 3:15pm in the Conference Room located at 1071 Canal Street, The Villages, FL 32162. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX, or electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of proposals.
- All questions received by 4:00 pm on January 26, 2024 will be considered. Questions will not be answered over the phone. Questions must be in writing sent via e-mail to Crystal Ford-Bellamy at Crystal.Ford@districtgov.org

MINIMUM REQUIREMENTS

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 18, 2024 at 9:00 AM. Interested Supplier/Contractors are to meet in the Purchasing Conference Room, located at 1071 Canal St, The Villages, FL 32162. The conference is not mandatory; however, Supplier/Contractors are strongly encouraged to attend the pre-bid conference for a clear understanding of the project. For directions, please contact Crystal Ford-Bellamy at Crystal.Ford@Districtgov.org

FORMS & SPECIFICATIONS

Respondents are required to use the official PROPOSAL/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 PROPOSAL/BID FORMS and explained in detail on the EXCEPTION/DEVIATION FORM.

HOW TO SUBMIT A RESPONSE **(see page 18 for method of submittal)**

One complete response packet (1 original, 5 copies and 1 electronic copy on a new CD or USB Flash Drive) 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 formal Solicitation number and name together with the name and address of the Respondent. The response packet should be neat, professional in appearance and bound appropriately for the document's thickness however, **Please DO NOT use 3-Ring Binders if possible.** The original response packet shall have original signatures and clearly noted with *ORIGINAL* on the cover. All responses shall be mailed or hand delivered to the Purchasing Department at the address given, by the date and time set forth herein.

PROPOSER RESPONSIBILITY

Respondents 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 Village Community Development Districts to Respondents is based on the recipient's specific request and application to www.demandstar.com, 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 $35,000 (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 Respondent 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 Respondent.
- Proposal Excel Form(s) ***One (1)Form, must be signed and dated***)
- Supplemental Pricing Page (Additional Services if Needed)
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- W-9
- Disclosure of Subcontractors, Sub consultants and Suppliers
- If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- Exceptions or Deviations to Specifications form.
- Proposer Certification / Addenda Acknowledgement Form.
- Scrutinized Companies
- A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- Anti-Collusion Statement
- Insurance Requirements
- General Terms and Conditions statement must be signed and returned with the proposal form.
- Wildlife Habitat Management Plan
- Contractor shall provide a list of all chemicals and additives to be used in the performance of this work.
- work.

INCLUDE WITH PROPOSAL

- Any and all applicable licenses or certifications must be included (if required). This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.
- Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

  This list shall not be construed as a complete listing of required documents. It remains the Contractor's responsibility to ensure all requirements of their proposal submittal are met.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each Respondent 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 Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Respondent 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.

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "**Standard Insurance Requirements**" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements

Financial Rating of Insurance Companies - All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and a **$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain **$1,000,000** each occurrence and **$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- o Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- o Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub-consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) (If applicable) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (If applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **$1,000,000 per claim/loss and $2,000,000 annual aggregate**. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (If applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

***Note**: The individual Districts that shall be endorsed and listed as **Additional Insureds** on all policies are:

Village Center Community Development District
Sumter Landing Community Development District
Brownwood Community Development District
Village Community Development Districts 1 – 15
North Sumter County Utility Dependent District
Wildwood Utility Dependent District
Coleman Ridge Community Development District
Middleton Community Development District – A
Middleton Downtown Community Development District
Eastport Community Development District
Villages Public Safety Department Dependent District

All at the following street address:

984 Old Mill Run
Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten percent (10%), and flood sub-limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agree to reimburse any premiums or expenses incurred by the District.

<u>The Contractor Agrees the COI shall</u>:

I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.

II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.

III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.

IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.

V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal ofcoverage.

VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

- Village Center Community Development District
- Sumter Landing Community Development District
- Brownwood Community Development District
- Village Community Development Districts 1 – 15
- North Sumter County Utility Dependent District
- Wildwood Utility Dependent District
- Coleman Ridge Community Development District
- Middleton Community Development District – A
- Middleton Downtown Community Development District
- Eastport Community Development District
- Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- **W-9**: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- **Occupational License**: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- **Contact Information**: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Agreement Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00pm on January 19, 2024, 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 and www.districtgov.org. Each Proposer shall acknowledge receipt of such addenda in the space provided on the Proposer's Certification 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/Agreement 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 Village Community Development Districts reserves the right to order changes in the scope of work and the resulting Agreement. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the Agreement 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 Agreement 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 Agreement, Agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer. Any proposer receiving an award from this solicitation must comply with all Governing Laws and Regulations and be responsible for the compliance of such by any and all subcontractors. Any and all work performed under the resultant contract requiring any State licensing or certification must be performed by workers meeting those requirements.

BLACKOUT PERIOD
In accordance with Florida Statute 287.057(23), Respondents to this Solicitation or persons acting on their behalf may not contact, between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any District Staff, Board Supervisors or District Consultants concerning any aspect of this Solicitation, except in writing to the District Purchasing Staff. Violation of this provision may be grounds for rejecting a response.

During this blackout period, any attempt to influence the thinking of District Staff, Board Supervisors or District Consultants 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 District Staff, Board Supervisors or District Consultants not concerning this Solicitation.

AGREEMENT NEGOTIATION
The Selection Committee shall rank all received proposals and provide the Purchasing Director with the rankings and a recommended primary ranked firm. If deemed prudent or necessary, the Purchasing Director 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 an Agreement addressing the requirements of the solicitation. The resulting Agreement will be approved by the District Board of Supervisors.

PROVIDING PERFORMANCE BOND NOT APPLICABLE

The Villages Community Development Districts may request that all Proposers provide proof of the ability to obtain a performance bond in an amount equal to 100% of each project should it exceed the $200,000.00 threshold of the total amount bid for this RFP. Upon award the successful proposer shall provide a Performance Bond, in the form of a 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. "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 contractual 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. The District maintains the right to direct purchase goods and services whenever possible to utilize the District's tax-exempt status and the contract will be reduced by change order.

DIRECT PURCHASE BY OWNER (If Applicable)

If applicable each Contractor shall include Florida State and other applicable sales taxes for all material, supplies and equipment included in its bid.

The District may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies and equipment that may be a part of the Project. If so, the District will, via its purchase orders, purchase materials and assist the Contractor in the preparation of such purchase orders. The District shall issue a Certificate of Entitlement to each vendor and the Contractor through its Purchasing Department (see Part 5: Exhibits for sample certificate). The District's purchase order for tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The District shall issue a separate Certificate of Entitlement for each purchase order. The Certificate of Entitlement shall be signed by an Authorized Representative of the District that may include the District Manager, Assistant District Manager or the Director of Purchasing. The materials shall be purchased from the vendor suppliers selected by the Contractor, for the prices negotiated by the Contractor. The Contractor will provide information to the District to assist in the proper preparation of all purchase orders by the District and will assist in the coordination and receipt of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

The Contract/Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the District shall not relieve the Subcontractor or Contractor of any of its responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties

PAYMENTS

Payments shall be made pursuant to Florida Statute Chapter 218, Part VII, the Prompt Payment Act, and all District policies promulgated thereby. Payments will be made monthly for work successfully completed in the previous month and based upon District approved invoice.

Payment Applications shall be submitted once monthly on an AIA Document G702 "Application and

Certificate for Payment" (or equivalent) as acceptable by the District. The District will promptly inspect the work and review the application for processing and payment.

The Contractor shall be assessed liquidated damages in the amount of $250.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

UNUSUAL COSTS:
The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

PERMITS / LICENSES / FEES
Any permits, licenses or fees required will be the responsibility of the Proposer.

INDEMNIFICATION
The successful Proposer must fully indemnify the District(s). Such indemnification will be documented in the Agreement 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 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contact, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (http://www.uscis.gov/e-verify) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.
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 to 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 Part 5: 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, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids 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 Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Contract 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 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 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 bid and the Bidder's authorized signature affixed to the bid 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 Agreement 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 Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any Agreement, 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. Performance related paperwork will be available to selection committee members.

This Selection Committee will consist of 5 members. The Committee make up will be 3 selected from District Property Management (DPM) staff and 2 others assigned by the Purchasing Director.

Once proposals are received, Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. The intent is to award up to three (3) Suppliers selected by their rankings. The awards will be based on the proposals that are the most advantageous to the District. Only the top three (3) ranked Contractors may be awarded the contract.

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 the Evaluation Form (see below) in any weight or importance as it sees fit. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite Proposers 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.

The overall Evaluation Score will be a maximum of 500 points (100 points max per Selection Committee Member).

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 February 29, 2024 at 9:00 am at the Large Conference Room, 984 Old Mill Run, The Villages, FL 32162.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals. If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Purchasing Department shall be responsible for notifying all Contractors of the meeting and order of presentations or interviews. If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified Contractors at its initial Selection Committee meeting.

Responsive proposals shall be reviewed and scored by the selection committee members. Once the evaluation process is completed the recommendation of award will be uploaded to www.demandstar.com and www.districtgov.org.

Proposal awards are subject to Board(s) approval(s).

EVALUATION FORM

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:

SELECTION COMMITTEE EVALUATION WORKSHEET

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:

Request for Proposals (RFP) #: 24P-007

RFP Name: Storm Pipe Inspections, Cleaning, and Repairs
Contractor Name: _____
Reviewer Name: _____ **Department:** _____
Reviewer Title: _____ **Date:** _____

Factor	Criteria	Weight	Score
1	**Machinery, Equipment and Manpower** Does the Proponent possess the adequate machinery, equipment, and manpower to perform the work specified in this contract in a high quality manner?	(Max 20 points)	
2	**Qualifications and Proponents Manpower** What qualifications and experience do key personnel possess? (training, licenses, and/or certifications)	(Max 20 points)	
3	**Experience of the Organization** Does the Proponent possess technical experience in performing work of similar size and scope? Is the experience with CDD, commercial properties, and/or public agencies? Does the Proponent show strength and stability?	(Max 25 points)	
4	**Quality of References** Are references for work of similar type, size and scope? Does the assessment of Proponent's work by client references demonstrate success in providing similar services?	(Max 10 points)	
5	**Price with Respect to Average Proposal** How reasonable is the Proponent's price with regard to the average proposal pricing?	(Max 15 points)	
6	**Thoroughness of Proposal** How detailed are the various elements of the proposal?	(Max 10 points)	
	PROPONENT'S TOTAL SCORE	(100 Points Max)	

_____ _____
Selection Committee Member's Signature **Date**

Comments:

Factor	Discussion
1.	
2.	
3.	
4.	
5.	
6.	

_____ _____
Selection Committee Member's Signature **Date**

PART 3
PROPOSAL SUBMITTAL

An original and 5 copies and a new CD or USB Flash Drive of each proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs, and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 3:00 pm on February 8, 2024. 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.

- 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 $35,000 (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.

- The Villages Community Development Districts 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 agreement(s) in the best interest of the District.

PART 4
SCOPE OF SERVICES

INTRODUCTION
CDD INFORMATION

The Villages Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. North Sumter County Utility Dependent District, Wildwood Utility Dependent District and Villages Public Safety Department Dependent District are special Districts under Chapter 189. There are currently twenty-two (22) CDD's in The Villages, which include: Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District and Village Community Development Districts 1-15. 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.

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 accountant and the results of such audit are provided to the State Controller 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 90 square miles in three adjoining counties in Central Florida (Lake, Marion and Sumter). The current population is approximately 133,000 residents and growing.

SCOPE OF WORK

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Qualified firms wishing to respond to "RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs" must provide all equipment, labor 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 intent of this RFP is to procure qualified, manufacturer-certified applicators to provide all adequate and appropriate labor, supervision, parts and materials, equipment, and tools necessary for complete storm drain cleaning, repairs and maintenance of all District maintained storm pipes. It is the intention of the District to award this RFP to up to three (3) qualified Suppliers/Contractors; however, the District reserves the right to award this RFP in the best interest of the District.

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

Prior to each renewal period, Contractor/Supplier performance will be evaluated, by April 1st, by District Property Management (DPM) staff responsible for the particular geographical area applicable for the Contractor/Supplier. The completed performance evaluation will be submitted to the District Property Management Director for review.

WARRANTY

Structural Epoxy lining/RICIPP manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year. Provide associated Warranty Certificate.

The Contractor/Supplier shall warranty the installed structural Epoxy/RICPP lining system as free from workmanship defects for a minimum period of two (2) years.

PERFORMANCE OF WORK BY CONTRACTOR

The Contractor/Supplier warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor/Supplier or any subcontractor or supplier at any tier. This warranty shall continue for a period of 2 years from the date of the work completed by the Contractor/Supplier as documented by the dated inspection and/or repair report furnished by the Contractor/Supplier.

The Contractor/Supplier shall remedy at the Contractor/Supplier's expense any failure to conform, or any defect. In addition, the Supplier/Contractor shall remedy at the Contractor/Supplier's expense any damage to District-owned or controlled real or personal property, when that damage is the result of the Contractor/Supplier's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

The Contractor/Supplier shall restore any work damaged in fulfilling the terms and conditions of this clause. The contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement. The District shall notify the Contractor/Supplier, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage. If the Contractor/Supplier fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the District Representative, after receipt of notice, the District shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor/Supplier's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor/Supplier shall--

(1) Obtain all warranties that would be given in normal commercial practice
(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed to do so by the District
(3) Enforce all warranties for the benefit of the District, if directed to do so by the District

In the event the Contractor/Supplier's warranty has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Unless a defect is caused by the negligence of the Contractor/Supplier or subcontractor or supplier at any tier, the Contractor/Supplier shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

PERMITS/FEES

The District will pay permit fees directly to the Contractor/Supplier. Contractor/Supplier is not required to pay permit fees.

Other than permit fees, the Contractor/Supplier shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Contractor/Supplier utilizing such fees including, but not limited to, dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Contractor/Supplier's invoice for payment. The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed.

The Contractor/Supplier will be required to contact the utility company to provide a water meter to attach to any water source to complete the work. Any water fees are the responsibility of the Contractor/Supplier.

COMPLIANCE/LICENSES

The Contractor/Supplier, its employees, subcontractors, or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of the Contract.

SCOPE

This specification defines the approved methodology and materials for the rehabilitation of a sectionalized portion of a structurally damaged or leaking gravity flow system, service line, joint, crown failure, and the bridging of offset pipe joints, by the installation of Ambient cured-in-place, thermos epoxy impregnated structural liner system.

Point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable. Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit. Cleaning and inspections of conduits, bypass pumping, line obstruction removal, reestablishment of services, pre-installation video recording, installation of Resin Impregnated Cured-in-Place Pipe including installation television inspection, post-installation video recording, connections, testing, and final inspections are all included in this contract's scope of work.

DIVING, PLUGGING, & DEWATERING

- Plug Set and Removal are one-time fees. The Contractor/Supplier will not be paid multiple times for this item if they choose to remove plugs and reset them or if the weather requires it. It is the duty of the Contractor/Supplier to ensure the operational flow of the storm systems while they are working on them.
- Easement Access is billable one time per project for areas that require a dive team and/or dewatering equipment/personnel to access easement areas.
- Per instance Nuisance Alligator Removal is billable for each alligator required to be removed for a project.
- Pump delivery and setup is billable once per pump, per project.
- Easement access for pump delivery and setup is billable once per pump, per project.

PRESSURE GROUT MAINLINE

- Pressure Grout Description: Chemically activated grout consisting of an acrylamide, acrylic, urethane, or equivalent base as preapproved by DPM that creates a collar around the pipe defects. Grouting chemicals are forced into the defect and the surrounding soil where they activate and seal the defect. Once cured, the grout remains flexible for the life of the repair.

- Installation Instructions: Equipment containing the grout is inserted into the pipe and positioned over the defect. The grout is forced through the defect from the inside of the pipe and then gels or cures when it comes in contact with water to form a waterproof collar. Avanti AV 100 or Equal.

MATERIALS

- Resin Impregnated Cured-in-Place Pipe (RICIPP) shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential/radial stretching during insertion.
- The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- The tube shall contain no intermediated or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television (CCTV) inspection equipment may be made.
- A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below:

CURED RICIP	STANDARD	RESULTS
Flexural Stress	***ASTM F1216-22**	**D-790 4,500psi**
Flexural Modulus of Elasticity	***ASTM F1216-22**	**D-790 250,000psi**

*American Society for Testing and Materials

- In instances where CIPP repair method is required, pipe shall be considered fully deteriorated.
- Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
- The Contractor/Supplier shall submit liner thickness calculations upon request to the DPM representative for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions.
- The minimum length shall be deemed necessary to effectively span the footage that is requiring repair. The Contractor/Supplier shall verify the length in the field before impregnation.
- The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness.

REPAIR BANDS

- Mechanical Repair Sleeve Description: The system is comprised of a stainless-steel structural core, which uses a mechanical lock to hold it against the host pipe, the core is either surrounded by a gasket or uses two O-ring type gaskets on each end, depending on the application. Limit straps prevent the sleeve from expanding beyond a preset diameter, preventing it from harming the host pipe. Please reference FDOT Specification Section 949-9.6 of the Standard Specifications for material requirements.
- Mechanical Repair Sleeve Installation Instructions: Gaskets are placed on the sleeve on site before the sleeve is installed. Being monitored by a CCTV camera, the sleeve is positioned over the defect, and the air plug is then inflated to expand the sleeve until the locks engage. The air plug is then deflated and withdrawn. Ensure that the locking mechanisms are placed at the crown of the pipe to minimize trapping debris.

- Internal Seal Description: The internal seal is comprised of an ethylene propylene diene terpolymer (EPDM) rubber gasket and metal band which expands to conform to the inner wall of the pipe. Please reference Florida Department of Transportation (FDOT) Specification Section 949-9.6 of standard specifications for material requirements.
- Internal Seal Installation Instructions: Ensure the area to be repaired is clean. Mark the pipe on either side of the joint or damaged section in several places to ensure proper alignment. The location of the marks will depend on the size of the seal. Move the seal into place over the center of the joint or damaged section. Tighten the internal expanding metal bands.

INJECTION GROUTING AND STRUCTURE REPAIR

- Soil Stabilization: Avanti AV 275 or Equal
- Structure Injection Set Up Fee Payable Per Storm Structure Project
- Structure Injection Repair Avanti AV202 or Equal
- Hydraulic water plugs and active leak control materials are to be utilized for Inflow and Infiltration (I&I) abatement to stop leaks, running water, infiltration, and other water-stop needs. Hydraulic cement is not an acceptable alternative to chemical grout and shall not be considered an acceptable product for soil stabilization nor structure injection. Hydraulic cement may only be utilized for the purpose of reinforcing the existing structure and/or sealing small-sized infiltration points (e.g., minor seepage through a hairline fissure). The hydraulic cement material must be in dry powder form with no prior mixing of water necessary and designed to set rapidly. Soil stabilization and structure injection chemical grouting materials must be designed per the manufacturer's recommendations to apply directly to active leaks under hydrostatic pressure in collection system structures.

INSPECTION AND VIDEO METHODS

Pipes shall be inspected by means of a CCTV system. The Contractor/Supplier shall furnish all labor, materials, equipment, and tools necessary for the inspection.

The television camera used for the inspection shall be specifically designed and constructed for such inspection, and capable of producing color video. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be equipped with Pan and Tilt, capable of spanning 360 degrees to view the entire pipe, all joints, and all structures. The camera, television monitor, and other components of the video system shall be capable of producing quality to the satisfaction of the District. If unsatisfactory, at the sole discretion of the District, the equipment shall be removed and replaced at no additional cost to the District.

The condition of the entire pipe run shall be documented by moving the camera through the pipe in either direction. At each joint, the camera shall stop and pan the entire circumference of the joint. The camera tilt and pan speed while surveying joints shall allow for detailed evaluation of each joint's conditions to include outlets into junction boxes or other connective structures. Between joints, the camera shall move at a nominal speed of 10 feet per minute and in no case exceed 30 feet per minute. When traveling through or terminating inspection at a connective structure, the entire visible structure shall be inspected to include the invert/floor, crown/ceiling, joints, knockouts, and sidewalls. Manual winches, power winches, television cable and power rewinds or other devices shall not obstruct the camera view or interfere with proper documentation of the pipe condition.

The technician operating the camera shall be experienced and qualified in conducting video pipe inspections. The technician shall have the capability of controlling the movement of the television camera, adjusting the brightness of the built-in lighting system, and focusing the television camera by remote control. The importance of accurate distance measurements is emphasized. A distance meter and location indicator shall appear on the monitor and video indicating the exact location of the camera in the pipe between two structures.

The video scanned by the television camera shall be transmitted to a color monitor of not less than 12 in., measured diagonally across the screen.

All video pipe inspections shall be performed utilizing the Pipeline Assessment Certification Ratings (PACP). For more information on the PACP program, see https://nassco.org/content/pipeline-assessment-pacp.

Property owners must be notified if access to private property is required. CCTV Contractor/Supplier must provide no less than 72-hour notification to residents prior to entering onto private property.

- 00 – 10% Debris = Light cleaning
- 11 - 29% Debris = Medium Cleaning
- 30% and beyond Debris = Heavy Cleaning

TRAFFIC CONTROL

Traffic control, if required, will be the responsibility of the CCTV Contractor/Supplier.

The Contractor/Supplier shall conduct all work in such a manner as to minimize the disruption of traffic flow. The Contractor/Supplier shall not obstruct or restrict any portion of the roadway until traffic controls have been set up per the District Standards.

At least one travel lane in each direction shall be open to traffic at all times unless otherwise approved by the District authorized representative. No intersecting street shall be closed at any time without the prior approval of the District authorized representative. Traffic stoppages shall be limited to time periods approved by the District authorized representative.

Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, businesses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor/Supplier shall remove all equipment and other obstructions from the portion of the roadway and open it for use by public traffic.

District review as provided herein is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. In no event shall such review be deemed to instill in the County a right to control or oversee the administration and management of the work by contractors, employees, representatives, or agents.

By reason of such review, Contractor/Supplier shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards and (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this solicitation.

No lane or sidewalk closures will be authorized without prior approval from the District.

Contractor/Supplier shall submit a written schedule of planned closures for the next five (5) day period or as indicated by the District authorized representative. The Closure Schedule shall allow the locations and times when the proposed closures are to be in effect. No lane closures will be allowed unless the Contractor/Supplier has obtained confirmation of their written lane closure schedule from the District.

Contractor/Supplier shall maintain signs and barricades at all times including overnight and on weekends for the complete duration of the project. It shall be the responsibility of the Contractor/Supplier to make sure that the signs remain posted until no longer required and are protected from vandalism or removal. All open drainage structures shall be adequately covered, barricaded, and delineated against entry by pedestrians, bicyclists, animals, or motorized vehicles at all times.

The locations of the traffic control devices may need to be adjusted for site specific conditions. The Contractor/Supplier shall confirm final locations and operations with the Engineer.

CLEANING

Pipes shall be cleaned as required prior to video inspection to provide unobstructed access for the television camera. If inadequate pipe cleaning results in the video inspection are deemed inadequate by the District, the Contractor/Supplier shall re-clean the pipe and redo the video inspection at no additional cost to the District. In the instance that the evident poor condition of a pipe prevents adequate cleaning or risks incurring damages from cleaning, the District shall not require the pipe to be re-cleaned and inspected at no additional cost to the District. The District shall be the sole judge as to the adequacy of the video inspections performed.

The Contractor/Supplier shall provide equipment that is specifically designed and constructed for sewer cleaning Solids and debris resulting from the cleaning operation shall be collected and removed from the downstream manhole and disposed of at a site selected by the Contractor/Supplier and in compliance with local rules and regulations. Under no circumstances shall solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

The Contractor/Supplier is required to submit documentation of the work that is performed, and the type of debris removed, as well as landfill permits and disposal documentation.

The Contractor/Supplier shall use the manufacturer's recommended size tools for the various size pipes. Equipment recommended by the manufacturer to protect the manhole and pipe, such as pull-in slant jack rollers and roller and yoke assembly, roller manhole jacks, etc. shall be utilized.

The Contractor/Supplier shall have a CCTV camera in the sewer or stormwater system during all cleaning operations to include Lateral Cut and Deposit Cut. The camera shall be used for the Contractor/Supplier's verification that the cleaning equipment is not damaging the sewer or stormwater system.

DAMAGE
Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, driveways, and gutters damaged as a result of the Contractor/Supplier's operation shall be repaired timely to the satisfaction of the District’s Engineer at the Contractor/Supplier's expense.

NOTIFICATION
If observed defects are believed to be such that further cleaning operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor/Supplier must provide written communication to the District's designee of the observed condition(s) and reason to believe that continued cleaning operations may cause substantial damage. The District will then direct the Contractor/Supplier as to what services, precautions, etc., the District will require of the Contractor/Supplier. If the contract documents do not address this potential, then the District and Contractor/Supplier will negotiate in good faith the conditions under which the work is to continue or cease to continue.

This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse cleaning areas that were previously documented in these documents or by prior written communication with the District.

DOCUMENTATION Television Inspection Logs:
A hardcopy or digital copy of typed reports shall be submitted to the District for each location clearly showing the relation of the video meter at each problem point observed during the inspection and noting important features encountered during the inspection. In addition, other points of significance such as locations of junction boxes, manholes, open joints, areas of settlement, misaligned pipe, unplugged lift holes, and other unusual conditions such as a change of pipe size or type within a run, roots, laterals, broken or spalled pipe, presence of scale or corrosion, and other discernible features shall be recorded and a copy of such records shall be supplied to the District. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, deposits, etc.

All pipe inspection reports shall be submitted in the standard format generated by CUES Inc. GraniteNet software or equivalent format as approved by DPM. This provides a summary graph of the inspected pipe along with the distress noted at the appropriate location along the pipe as well as a list of the type of distress observed and their severity.

The Contractor/Supplier shall supply a visual and audio recording of the drainage system that may be replayed in digital format (DVD, Flash drive, etc.). A minimum of one recording for each location shall be submitted to the District. Separate locations shall not be combined on media type utilized.

METHOD OF MEASUREMENT
The quantity of pipe video inspection will be measured by linear feet as indicated on the video monitor.

The quantity of pipe cleaned will be measured by linear feet as indicated on the video monitor.

MATERIAL REMOVAL AND DISPOSAL
All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole or inlet of the section being cleaned. When hydraulic cleaning equipment is used, a suitable dam or weir shall be placed in the downstream

manhole to trap all such materials. Passing material from pipeline section to pipeline section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

Under no circumstances shall sludge or other debris that is removed during these operations be dumped or spilled into streets, ditches, storm drains, or other sanitary sewers. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor/Supplier in accordance with the approved Disposal Plan at the Contractor/Supplier's cost. Whenever possible, DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed. If requested by the District, copies of records of all disposals shall be furnished to the District, indicating disposal site, date, amount, and a brief description of material disposed. All materials shall be removed from the site no less often than the end of each workday. Under no circumstances will the Contractor/Supplier be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the District.

The Contractor/Supplier is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.

The Contractor/Supplier shall keep the haul route and work area(s) neat and clean and reasonably free of odor and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this solicitation and in accord with applicable law and regulations. The Contractor/Supplier shall immediately clean up any such spill, or waste. If the Contractor/Supplier fails to clean up such spill, or waste immediately, the District shall have the right to clean up or arrange for its cleanup and shall charge to the Contractor/Supplier all costs, including administrative costs and overhead incurred by the District in connection with such cleanup. The District shall also charge to the Contractor/Supplier any costs incurred or penalties imposed on the District as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority.

The general requirements for vehicles hauling such waste material are as follows. Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved.

General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they are cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic speed regulations.

RESPONSE TIME

Schedule for routine maintenance shall be coordinated with DPM.

All regular maintenance shall be performed during the hours of 7:00 A.M. to 7:00 P.M., Sunday through Saturday, unless otherwise authorized by DPM.

Work may be performed at hours other than normal business hours at the direction and discretion of DPM Representative. Arrangements must be approved in advance.

The Contractor/Supplier shall stand ready and be available to perform overtime work when requested to do so by the owner.

The Contractor/Supplier understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with DPM.

If DPM requests an Emergency Mobilization and provides a verbal scope to the Contractor/Supplier, the Contractor/Supplier shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor/Supplier must submit an estimate to DPM within 24 hours of the day of emergency mobilization.

Contractor/Supplier shall provide a contact person to ensure twenty-four hours response.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

The Contractor/Supplier shall provide first-priority services to District Property Management (DPM) in the event of a hurricane, flood, or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood, or other unforeseeable

circumstances that DPM shall require a "first priority" basis for goods and services. It is vital and imperative that the citizens are protected from any emergency which threatens public safety and health, as determined by DPM. Contractor/Supplier agrees to rent/sell/lease all goods and services to DPM, as opposed to a private citizen or corporation, on a priority basis. DPM expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency, or hurricane. Contractor/Supplier shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

OPERATIONS AND COMMUNICATIONS

GENERAL SPECIFICATIONS
All areas are to be kept safe for workers and residents.

Supplier 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 clearlyidentifiable as belonging to the Supplier.

Any District property damaged at work site by Supplier shall be repaired to District Standards. Supplier is responsible for all repairs of damage.

WORK HOURS NOT APPLICABLE – SEE SCOPE
All regular maintenance shall be performed during normal working hours (7:00 A.M. to 7:00 P.M., Monday through Friday) unless otherwise authorized by DPM. All services shall be scheduled with District designated personnel. Supplier must provide after-hours contact information to the District.

SECURITY/ACCESS IF APPLICABLE
Any areas, to which Supplier is provided access by means of a key, shall be opened for the purpose of this service only. Immediately upon completion of service the area shall be secured. Areas shall be accessed by Supplier personnel only.

Discovery by the District personnel of wrongful use, such as sleeping, non-contract item storage, smoking, etc., will be referred to the Supplier for immediate appropriate action.

It is the responsibility of the Supplier to establish procedures that eliminates unauthorized use by Supplier employees of District property.

The Supplier will not allow the use of tobacco products by any employees in any of the District owned properties.

The Supplier will not allow the consumption of food or drink in any areas other than those locations provided by District designated personnel, (i.e., Supplier's office, equipment storage areas, etc).

SUPERVISION
This work will be coordinated with and overseen by a District Representative. However, this provision in no way excuses the Contractor/Supplier or relieves in any other way the provision of staffing, labor, equipment, supervision, or execution of the work required by the Contractor/Supplier under the contract.

The Contractor/Supplier shall be or appoint a single point-of-contact for all issues regarding the performance of the agreement. This representative shall be accessible and available to the District Representative at all times

PROOF OF PROPER LICENSE AND INSURANCE
The District has the right to request proof of current and proper licensing and insurance certification at any time during the term of the contract. Failure to provide proper documentation may lead to the suspension of the contract until such time that the proper documentation can be provided. The District has the right to continue to have the contract work completed by another Contractor/Supplier during this time and all costs incurred by the District shall be deducted from monies due to the Contractor/Supplier.

WORKFORCE
It is desired that the Contractor/Supplier's 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.

The District reserves the right to approve dress codes for the Contractor/Supplier's employees. It is required that the Contractor/Supplier's employees be dressed in a uniform fashion with the company identification. A neat, clean, well-groomed appearance should be maintained as much as possible. All Contractor/Supplier and sub-contractor personnel shall wear personal protective equipment in the performance of their duties to include, but not limited to safety vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing. Vehicles as well shall be easily identified.

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

PARKING
Contractor/Suppliers' vehicles and trailers shall be parked where they do not impede traffic or visibility. Supplier vehicles shall be parked in a specific area that has been designated by District designated personnel.

MOT REQUIREMENTS
Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification, and used when personnel and equipment will be conducting work in or around traffic or pedestrians. Contractor/Supplier shall have basic and intermediate level FDOT MOT Certified staff on each crew. Contractor/Supplier shall be solely responsible for initiating, maintaining and supervising safety precautions and Maintenance of Traffic (MOT) in accordance with all safety Laws and Regulations for the safety of persons or property in the performance of their work. The Subcontractors shall also conform to the aforementioned requirements. It is the responsibility of the general contractor to enforce the safety requirements. Proper signage is to be posted and clearly visible for the safety of workers and residents. MOT shall be provided as part of the Bid Documents.

SAFETY AND PROTECTION
The Contractor/Supplier shall be solely responsible for initiating, maintaining, and supervising safety precautions at all times while on District Property and in accordance with all Local and State Safety Laws and Regulations for the safety of persons or property in the performance of their work. The subcontractors (if any) shall also conform to the aforementioned requirements. It is the responsibility of the Contractor/Supplier to enforce all safety requirements.

Contractor/Supplier shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents, maintaining and supervising of safety precautions and safety programs. The Contractor/Supplier shall provide the District with phone numbers, pager numbers, etc. and names of persons to be contacted for safety or repair services outside of the normal District-approved work hours (7:00 A.M. to 7:00 P.M., Sunday through Saturday).

The District shall designate access to the site and the staging area for the project. Designated staging area shall be confined to the work area, as applicable. The staging site shall be used for parking of equipment, contractor parking and debris containers. The staging site must conform to the same standards as the safety requirements listed above. Contractor/Supplier shall confine construction equipment, and the operations of workers to the site and other areas permitted by the District and shall not unreasonably encumber the site and other areas with construction equipment or other materials, or other use of existing roads adjacent to the building, which will restrict their use, shall be coordinated with District designated personnel.

Contractor/Supplier shall refer to OSHA general industry standards regarding safety operations.

Contractor/Supplier is responsible for appropriate construction signage to indicate safety hazards and used at all times in any area necessary for the safety of workers, residents, visitors and others. The identifying notification shall remain in place until the services are complete. Contractor/Supplier is responsible for signage removal and disposal.

Contractor/Supplier will be responsible for the safe unloading of all material onto the District's site. Contractor/Supplier will not be permitted to use any products that are not first approved by the District.

PERSONAL PROTECTION
All Contractor/Suppliers and Sub-Contractors personnel shall wear appropriate personal protective equipment in the performance of their duties to include vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing.

SITE CLEANLINESS AND CONDITION
As much as possible, all areas shall be kept free of litter and/or construction debris. It is expected that the Contractor/Supplier and workers are to be aware of site conditions and keep a neat and clean appearance at all times. All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner.

Contractor/Supplier will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and, at the completion of each day of work, will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for acceptance by the District.

Contractor/Supplier is responsible for removal of all debris from project site.

The Contractor/Supplier shall provide debris containers for the storage and disposal of any material, which shall be located in the approved staging area. Debris being placed into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor/Supplier's responsibility to supply or maintain such containers/bags. The use of District debris containers (garbage cans and dumpster) for any refuse disposal by the Contractor/Supplier is strictly prohibited unless the District has granted authorization of such use.

All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or District or residential property that is damaged while work area is under construction shall be repaired or re-installed by the Contractor/Supplier before leaving said work areas after completion of work.

MATERIALS
Contractor/Supplier shall be responsible for all labor, materials and equipment necessary for the proper maintenance and repair of District property described herein. All supplies and materials shall be inclusive in the contract price as requested.

Any labor, services, materials, or equipment that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District.

SCHEDULE OF VALUES NOT APPLICABLE
Use AIA Document Forms G702 & G703. Required with Bid Documents.

INSPECTION AND ACCEPTANCE
Inspection and acceptance of product and workmanship shall be accomplished by the District's designated personnel. The District will perform inspections and document any conditions resulting from deviations performed by the Contractor/Supplier under the agreement. Any discrepancies shall be corrected immediately.

Non-Performance of Services; in the event of non-performance of services by the Contractor/Supplier, the District's designated personnel shall have the right to exercise one of the following options:

Upon being notified of existence of a deficiency, the Contractor/Supplier shall make the needed corrections within seventy-two (72) hours of notification.

If the Contractor/Supplier is unable to make the necessary corrections within the specified time, the Contractor/Supplier must notify the District's designated personnel of non-compliance. The District's designated personnel will then provide the Contractor/Supplier with disposition instructions.

The District may elect to procure the services of other Contractor/Suppliers on an as needed basis during the term of the agreement to address unforeseen items that may arise during the course of the maintenance period at the District's sole discretion.

The Contractor/Supplier shall try to complete all work during the service call so as to prevent follow-up work. Call-back to correct recent work shall not be charged to the District if, in the sole determination of the District, such call back is a result of improper repairs or installation of substandard parts.

PERFORMANCE
Contractor/Supplier satisfactory performance of work included in this agreement is based on best construction practices, maintenance, repair, and specifications herein. The Contractor/Supplier's performance will be evaluated and corrective actions (if any) will be taken to correct specification standards.

ADDITIONAL WORK
From time to time additional work may be requested of the Contractor/Supplier by District designated personnel. 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 may become necessary that additional areas are 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 Contractor/Suppliers may be engaged for the change. Any changes shall be in writing to be legally binding to both parties. No payment shall be made for invoices that do not have written authorization so it is documented.

WORK STANDARDS
Contractor/Supplier shall perform all work using the latest industry best practices and standards as applicable to this work.

PART 5
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

Number of years as a Contractor/Supplier in this type of work: _____

Name of Contact Person:_____ Title:_____

E-Mail Address:_____

Mailing Address:_____

Street Address (if different):_____

City, State, Zip: _____

Telephone: Fax:

If applicable, Previous Business Names of Firm, Entity or Organization in the last 7-10 years:

_____ EIN _____

_____ EIN _____

_____ EIN _____

Organizational Structure – Please Check One:

Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation:
Date of Incorporation:_____ State of Incorporation:_____

States Registered in as Foreign Corporation: _____

Does your firm accept MasterCard® for payment? Yes ☐ No ☐

Authorized Signature:

Print Name: _____ Title: _____

Signature: _____

Phone: _____ **Email:** _____

This document must be completed and returned with your Submittal.

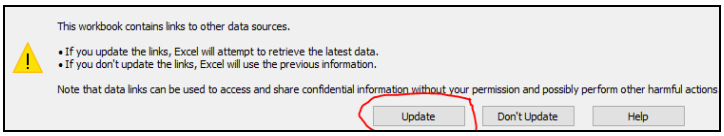
SAMPLE

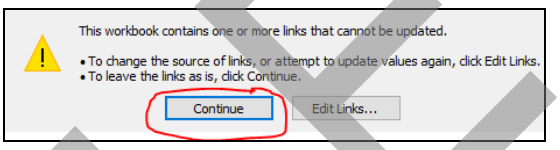
EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

(ALL PROPOSAL FORMS ARE AVAILABLE IN EXCEL FORMAT ON DEMANDSTAR & THE DISTRICT WEBSITE)

Instructions to Proposers for Excel Proposal Form Completion

1) Open Excel Document and *if prompted choose "Update" and "Continue" (see below)





2) Open Excel documents. There is 1 (one) Excel Proposal Form that must be completed for the following below:
   - Supplier Input Form
3) Enter your pricing for each of the items in the Price column (yellow)
4) Save and Print Proposal Form from Excel tab.
6) Sign Proposal Form signature page in blue ink.
7) Suppliers MUST submit pricing for all proposal forms.
8) Scan and upload Pricing Form with your submittal.

*Pricing form(s) must be **fully completed** and submitted with each Proposer's submittal packet

***** Notice to Suppliers: only enter pricing in the yellow boxes. All yellow columns/row <u>must</u> include a unit price. If any yellow box is left blank, your proposal packet <u>may be</u> rejected as incomplete. *****

If you have any issues completing the proposal forms, please call the Purchasing Department immediately.
****Errors or omissions by either party, may result in the cancellation of the solicitation****

SAMPLE

EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

RFP #24P-007 Storm Pipe Inspections, Cleaning and Repairs				
DIVING, PLUGGING, AND DEWATERING				
ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$0.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$0.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$0.00
4	Plug Rental	15 INCH	WK	$0.00
5	Plug Rental	18 INCH	WK	$0.00
6	Plug Rental	24 INCH	WK	$0.00
7	Plug Rental	30 INCH	WK	$0.00
8	Plug Rental	36 INCH	WK	$0.00
9	Plug Rental	42 INCH	WK	$0.00
10	Plug Rental	48 INCH	WK	$0.00
11	Plug Rental	54 INCH	WK	$0.00
12	Plug Rental	60 INCH	WK	$0.00
13	Plug Rental	66 INCH	WK	$0.00
14	Plug Rental	72 INCH	WK	$0.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$0.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$0.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$0.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$0.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$0.00
20	Easement Access for Plug Set, Removal	N/A	EA	$0.00
21	Underwater Dredging for Plug Set	N/A	HR	$0.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$0.00
23	Dewatering	00 - 24 INCH	LF	$0.00
24	Dewatering	30 - 36 INCH	LF	$0.00
25	Dewatering	42 - 48 INCH	LF	$0.00
26	Dewatering	54 - 60 INCH	LF	$0.00
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$0.00
STORM CLEANING AND INSPECTION SERVICES				
28	Light cleaning, storm	00 - 24 INCH	LF	$0.00
29	Light cleaning, storm	30 - 36 INCH	LF	$0.00
30	Light cleaning, storm	42 - 48 INCH	LF	$0.00
31	Light cleaning, storm	54 - 60 INCH	LF	$0.00
32	Light cleaning, storm	66 - 72 INCH	LF	$0.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$0.00
34	Medium cleaning, storm	30 - 36 INCH	LF	$0.00
35	Medium cleaning, storm	42 - 48 INCH	LF	$0.00
36	Medium cleaning, storm	54 - 60 INCH	LF	$0.00
37	Medium cleaning, storm	66 - 72 INCH	LF	$0.00
38	Heavy cleaning, storm	00 - 24 INCH	LF	$0.00
39	Heavy cleaning, storm	30 - 36 INCH	LF	$0.00
40	Heavy cleaning, storm	42 - 48 INCH	LF	$0.00
41	Heavy cleaning, storm	54 - 60 INCH	LF	$0.00
42	Heavy cleaning, storm	66 - 72 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$0.00
44	Structure Cleaning	N/A	EA	$0.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$0.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$0.00
47	CCTV Storm	00 - 30 INCH	LF	$0.00
48	CCTV Storm	36 - 60 INCH	LF	$0.00
49	CCTV Storm	66 - 72 INCH	LF	$0.00
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$0.00
51	Structure Inspection	N/A	EA	$0.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$0.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$0.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$0.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$0.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$0.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$0.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$0.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$0.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$0.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$0.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$0.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$0.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$0.00
65	Internal Seal - Storm	18 INCH	EA	$0.00
66	Internal Seal - Storm	24 INCH	EA	$0.00
67	Internal Seal - Storm	30 INCH	EA	$0.00
68	Internal Seal - Storm	36 INCH	EA	$0.00
69	Internal Seal - Storm	42 INCH	EA	$0.00
70	Internal Seal - Storm	48 INCH	EA	$0.00
71	Internal Seal - Storm	54 INCH	EA	$0.00
72	Internal Seal - Storm	60 INCH	EA	$0.00
73	Internal Seal - Storm	66 INCH	EA	$0.00
74	Internal Seal - Storm	72 INCH	EA	$0.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$0.00
76	Sectional Liner - Storm	18 INCH	LF	$0.00
77	Sectional Liner - Storm	24 INCH	LF	$0.00
78	Sectional Liner - Storm	30 INCH	LF	$0.00
79	Sectional Liner - Storm	36 INCH	LF	$0.00
80	Sectional Liner - Storm	42 INCH	LF	$0.00
81	Sectional Liner - Storm	48 INCH	LF	$0.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$0.00
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$0.00
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$0.00
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$0.00
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$0.00
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$0.00
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$0.00
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$0.00
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$0.00
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$0.00
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$0.00
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$0.00
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$0.00
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$0.00
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$0.00
98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	LF	$0.00
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	$0.00
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$0.00
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$0.00
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$0.00
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$0.00
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$0.00
105	Concrete Spin cast - Storm	18 INCH	LF	$0.00
106	Concrete Spin cast - Storm	24 INCH	LF	$0.00
107	Concrete Spin cast - Storm	30 INCH	LF	$0.00
108	Concrete Spin cast - Storm	36 INCH	LF	$0.00
109	Concrete Spin cast - Storm	42 INCH	LF	$0.00
110	Concrete Spin cast - Storm	48 INCH	LF	$0.00
111	Concrete Spin cast - Storm	54 INCH	LF	$0.00
112	Concrete Spin cast - Storm	60 INCH	LF	$0.00
113	Concrete Spin cast - Storm	66 INCH	LF	$0.00
114	Concrete Spin cast - Storm	72 INCH	LF	$0.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	GAL	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	GAL	$0.00
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$0.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$0.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$0.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$0.00
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$0.00
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$0.00
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$0.00
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$0.00
128	Weekly rental Basket Screen	4 INCH	EA	$0.00
129	Weekly rental Basket Screen	6 INCH	EA	$0.00
130	Weekly rental 90 Degree elbow	4 INCH	EA	$0.00
131	Weekly rental 90 Degree elbow	6 INCH	EA	$0.00

SAMPLE

PROPOSER'S
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

CONTRACTOR/FIRM: _____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct these Storm Pipe Inspections, Cleaning & Repairs? Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

1. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

2. Proposer should supply a list of five (5) similar projects successfully completed or currently working on by the Proposer, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____

SAMPLE

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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

W-9

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

SAMPLE

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Note: Proposer must sign the appropriate statement below as applicable. The proposer shall not change any Subcontractors, Subconsultants or Suppliers without just cause and approval by the District.

( ) No Subcontractors, Subconsultants or Suppliers will be used in connection with the performance of this contract.

Firm: _____

Signature: _____

-OR-

( ) All Sub-contractors, Sub-consultants or Suppliers to be used in connection with performance of this contract are listed below. (This form may be duplicated and as necessary for additional Firms/Agencies)

Firm: _____

Signature: _____

SUB-CONTRACTORS, SUB-CONSULTANTS AND SUPPLIERS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

SUBCONTRACTORS
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

Form ONLY required if your Subcontractor is self-performing 75% or more of the work proposal.

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

SUBCONTRACTOR: _____

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct Storm Pipe Inspections, Cleaning & Repairs Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

SUBCONTRACTOR EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

3. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

4. Subcontractor should supply a list of five (5) similar projects successfully completed or currently working on by the Subcontractor, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

SUBCONTRACTOR EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____

SUBCONTRACTOR'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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

SAMPLE

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: _____

-OR-

( ) 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.

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

PROPOSER'S CERTIFICATION

Submit To: Villages Community Development Districts Purchasing Department 1071 Canal Street The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715	VILLAGES COMMUNITY DEVLEOPMENT DISTRICTS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: February 8, 2024	**DUE TIME: 3:00 pm**	**RFP #24P-007**

TITLE: Storm Pipe Inspections, Cleaning & Repairs

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify acknowledgement and the review of any addenda issued (if applicable, indicate all addenda DATES below)."

_____	_____	_____	_____	_____
Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5
_____	_____	_____	_____	_____
Addendum #6	Addendum #7	Addendum #8	Addendum #9	Addendum #10

*The District may reject as non-responsive, any or all submittals where Respondents fail to acknowledge receipt of Addenda as prescribed.

"I, the undersigned, declare that I have carefully examined the Solicitation, 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 agree to abide by all conditions of this Solicitation and certify that I am authorized to sign this Certification and that the response is in compliance with all requirements of the Solicitation, including but not limited to certification requirements, insurance requirements and E-Verify participation.

I understand that timely commencement will be considered in award of this Solicitation 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 Solicitation requirements.

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I further declare that I have not divulged, discussed, or compared this submittal with any other Respondent and have not colluded with any Respondents or parties to a Solicitation whatsoever for any fraudulent purpose. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District, Villages Public Safety Department Dependent District or any Village Community Development Districts 1-15, Respondent agrees that if this submittal 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 District renders final payment to the Awardee."

_____	_____	_____	_____
Authorized Supplier Name	Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

SAMPLE

SUPPLIER CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST

Respondent Supplier Name: _____

FEIN: _____

Authorized Representative's Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email:_____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District Villages Public Safety Department Dependent District or any Village Community Development District 1-15 may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____, who is authorized to sign on behalf of Respondent

Print Name and Title: _____

Signature: _____ Date: _____

This document must be completed and returned with your Submittal

SAMPLE

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 employees for 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 workplace, any 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, or plea of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, 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 _____2024

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

SAMPLE

ANTI-COLLUSION STATEMENT

By signing, this form, the vendor agrees that this proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.

NAME OF FIRM:_____

[Sign in ink in the space provided below]

SIGNED BY:_____

TITLE:_____

ADDRESS:_____

CITY & STATE: _____

TELEPHONE: _____

No proposals will be withdrawn for a period of sixty (60) days subsequent to the opening of proposals, without the consent of the Purchasing Director.

NO PROPOSAL (Reason):

_____

_____

_____

_____

_____

This document must be completed and returned with your Submittal

SAMPLE

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements: Financial Rating of Insurance Companies - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than $1,000,000 each occurrence and a $2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain $1,000,000 each occurrence and $1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub- consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than $2,000,000 each occurrence and $2,000,000 aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (when applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

This document must be completed and returned with your Submittal

Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

*Note: The individual Districts that shall be endorsed and listed as Additional Insureds on all policies are:
Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton A Community Development District, Coleman Ridge Community Development District Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District.
Development District.

All at the following street address:
984 Old Mill-Run Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

The Contractor Agrees the COI shall:

I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.
II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.
III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.
V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- W-9: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- Occupational License: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- Contact Information: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

ACKNOWLEDGED:

_____ _____
Signature Date

SAMPLE

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 vendor, 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 successful Supplier agrees to indemnify and hold harmless the Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District, Village Community Development Districts 1-15 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 blackout period which is the period between the Issue Date of the Solicitation and the end of the 72-hour period following the Districts posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, 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 Purchasing Staff. Violation of this provision may result in disqualification of the violating party. All questions regarding this RFP/ITB must be submitted in writing to the District Purchasing Staff.

ANTI TRUST LAWS: By submission of a signed RFP/ITB, the successful Supplier 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. Respondents 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/ITB, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Supplier as to the meaning of the RFP/ITB Documents. Any inquiry or request for interpretation received by the Purchasing Department in writing before the date and time indicated in the RFP/ITB as the last day/time for questions 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 Respondents prior to the established RFP/ITB opening date. Each Respondent shall acknowledge receipt of such addenda in the form provided. In case any Respondent fails to acknowledge receipt of such addenda or addendum, Respondent's offer will nevertheless be construed as though it had been received and acknowledged and the submission of Respondent's RFP/ITB submittal will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/ITB documents and each Respondent will be bound by such addenda, whether or not received or acknowledged at submittal. It is the responsibility of each Respondent to verify receipt of all addenda issued before RFP/ITB submittals are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/ITB are to be considered as approximate only and are to be used solely for the comparison of RFP/ITB received. The District and/or District Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Supplier 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 RFP/ITB 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 submitted by Respondent.

GOVERNING LAWS AND REGULATIONS: The Supplier 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: Suppliers are hereby notified that all information submitted as part of, or in support of RFP/ITB, will be available for public inspection ten days after opening of the RFP/ITB 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/ITB must make an appointment by calling the Purchasing Director at (352) 751-6700. Any RFP/ITB submitted in response to this solicitation becomes 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/ITB submittal, in its best interest.

TAXES: The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Middleton Downtown Community Development District, Eastport Community Development District Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request and/ or found on the District website at www.Districtgov.org

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

PROPOSER RESPONSIBILITY: Invitation by the Districts to Suppliers is based on the recipient's specific request and application to DemandStar at www.DemandStar.com, to the District website at www.Districtgov.org 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.

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

EXAMINATION OF BID DOCUMENTS: Each Respondent shall carefully examine the RFP/ITB documents 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 successful Respondent will in no way relieve him of the obligations and responsibilities assumed under the Contract.

SUPPLIER RESPONSIBILITY: Respondents are fully and completely responsible for the labeling, identification and delivery of their RFP/ITB submittals. District Staff 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 Respondents shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Supplier shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal

The VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT, COLEMAN RIDGE COMMUNITY DEVELOPMENT DISTRICT, MIDDLETON A COMMUNITY DEVELOPMENT DISTRICT, WILDWOOD UTILITY DEPENDENT DISTRICT, MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT, EASTPORT COMMUNITY DEVELOPMENT DISTRICT, VILLAGES PUBLIC SAFETY DEPARTMENT DEPENDENT DISTRICT AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-15, 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 reserve the right to reject the submission of any Respondent 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/ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

PREPARATION OF PROPOSALS/BIDS:

SIGNATURE OF THE RESPONDENT: The Respondent must sign the RFP/ITB submittal forms in the spaces provided for signature. If the Respondent 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 Respondent 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 Respondent shall state in the RFP/ITB submittal forms the name and address of each person interested therein.

BASIS FOR RFP/ITB SUBMITTAL PRICING: The price proposed for each item shall be on a lump sum or unit price basis according to specifications in the RFP/ITB documents. 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/ITB submittal form. In the event that there is a discrepancy on the RFP/ITB submittal 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/ITB are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP/ITB identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING RESPONDENT: The contents of the RFP/ITB submittal of the successful Respondent will become contractual obligations if acquisition action ensues. Failure of the successful Respondent to accept these obligations in a contract may result in cancellation of the award and such Supplier may be removed from future participation.

INTENT TO AWARD: It is the Districts intent to select a Supplier within **sixty (60) calendar days** of the deadline for receipt of the RFP/ITB submittal. However, Proposals/Bids will be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/ITB submittal

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 award of a contract. All costs to prepare and submit a response to this RFP/ITB shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the District Representative (End Using Department) and Purchasing Department. The Supplier 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. All work will proceed in a timely manner without delays.

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

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):
By submitting a RFP/ITB, the successful Respondent acknowledges that other Public Agencies may seek to "Piggyback" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in their submittal, for the same prices and/or terms proposed. Successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggyback any contract, the Agency must first obtain the Suppliers's approval – without the Supplier's approval, the seeking Agency cannot Piggyback.

PLANS, FORMS & SPECIFICATIONS: RFP/ITB documents for this project are available free of charge to download on the District website at www.Districtgov.org Documents may also be accessed on DemandStar at www.DemandStar.com (Supplier must pay any DemandStar fees or any shipping). 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). Respondents are required to use the official RFP/ITB submittal 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 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.

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 Respondent may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/ITB specification for any item(s). If the RFP/ITB is based on equivalent products, indicate in your RFP/ITB submittal the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/ITB will not satisfy this provision. The Respondent shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. A RFP/ITB submittal which does not comply with these requirements is subject to rejection. A RFP/ITB submittal lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the RFP/ITB. The Purchasing Director 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 Director, or designated representative.

QUANTITIES: The quantities as specified in this RFP/ITB 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 Respondent's expense. Each sample shall be labeled with the Respondent's name, manufacturer brand name and number, RFP/ITB number and item reference. Samples of successful Respondent'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: Supplier 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 Date

SAMPLE

WILDLIFE HABITAT MANAGEMENT PLAN

Southeastern American Kestrel (ST, FWC)

This small rusty colored falcon normally nests in hollow or dead trees in abandoned wood pecker holes between 10 and 30 feet off the ground. Man made nest boxes offer suitable nesting sites as well. Nest boxes can be seen on many golf courses around the Villages. Any disturbance near the nest tree could result in egg breakage or loss of the young.

Wading Birds

All of the protected wading birds may be found in wetland areas or even feeding in pastures, grassy lawns and golf courses. Discarded fishing line and misuse of pesticides are severe hazards to theses species.

Southern Fox Squirrel

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

American Alligator (FT, USFWS)

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.

Bald Eagle

The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act (effective August 9, 2007). These acts prohibit the disturbance, harassment, harm, or take of eagles, their nest or eggs.

Wildlife Protection

The Villages serves as a prime example of a major private development that has worked closely with federal and state regulation 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. Thirteen protected species preserves have been constructed for this 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 plans.

To report protected species violations or an injured protected species please call:
BDA:
407-252-4466 (Jonathan McCurry)
407-252-7695 (Debbie Rivera)
352-799-9488 (Jeff Pardue)
407-252-1831 (Jeff Pardue)

The Villages

Protected Species and Environmental Compliance Information

Gopher Tortoise

Breedlove, Dennis & Associates, Inc.

Dzuro & Associates

Protected Species

American alligator
(*Alligator mississippiensis*)
Bald eagle
(*Haliaeetus leucocephalus*)
Eastern indigo snake
(*Drymarchon corais couperi*)
Florida burrowing owl
(*Athene cunicularia floridana*)
Florida pine snake
(*Pituophis melanoleucus mugitus*)
Florida sandhill crane
(*Grus canadensis pratensis*)
Florida scrub-jay
(*Aphelocoma coerulescens*)
Gopher tortoise
(*Gopherus polyphemus*)
Little blue heron
(*Egretta caerulea*)
Red-cockaded woodpecker
(*Picoides borealis*)
Southern fox squirrel
(*Sciurus niger niger*)
Short-tailed snake
(*Stilosoma extenuatum*)
Southeastern American kestrel
(*Falco sparverius paulus*)
Tricolored heron
(*Egretta tricolor*)
Whooping crane
(*Grus Americana*)
Wood stork
(*Mycteria americana*)
Gopher tortoise burrows and owl burrows are also protected.

Protection

The federal Endangered Species Act (ESA) 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 Fish and Wildlife Conservation Commission (FWC). All migratory birds are protected by the U.S. Migratory Bird Treaty Act. This includes virtually all native birds except European starlings (*Sturnus vulgaris*).

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 ESA 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 the Florida state Wildlife Code is punishable as a second degree misdemeanor with fines up to $500 and/or 60 day imprisonment for first offenses. additional penalties thereafter.

Florida Burrowing Owl (ST, FWC)

This small owl is often seen sitting by its 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 activates feeding in yards and golf course ruff.

Gopher Tortoise (ST, FWC)

A medium-sized turtle (to 10 in. = 254 mm) fully adapted for life on land. Upper shell brown and relatively flat above; lower shell yellowish, without hinge, and projecting forward, especially in male; skin brown to dark gray. Forelimbs greatly expanded for digging; hind limbs reduced, stumpy, lacking any form of webbing between toes. Lower shell of male somewhat concave. Young: scales of carapace often with yellow centers, skin yellowish to tan; approximately 2 in. (51 mm) shell length at hatching. Other protected species like the gopher frog, Florida pine snake, or the indigo snake may be found in tortoise burrows.

WILDLIFE HABITAT MANAGEMENT ACKNOWLEDGMENT FORM

"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."

SUPPLIER

Company _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

SAMPLE

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, 1071 Canal St., The Villages, FL 32162, Attn: Crystal Ford-Bellamy, Buyer.

We, the undersigned, have declined to submit a proposal on the "RFP #24P-007 Storm Pipe Inspections, Cleaning & Repairs

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to the Invitation to Solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our 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 owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

SAMPLE

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 Supplier)

THIS AGREEMENT is made this 1st day of April 2024, by and between the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on April 1st, 2024, whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **XXXXXXXX** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is **XXXXXXXX**.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspections, Cleaning & Services and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspections, Cleaning & Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspections, Cleaning & Services 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. <u>SERVICES BY CONTRACTOR</u>

1.1 SUPPLIER, 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 Storm Pipe Inspections, Cleaning & Services Request for Proposal (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local 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 SUPPLIER.

1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

SAMPLE

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9
4.13 E-Verify Contractor/Subcontractor Affidavit

SAMPLE

4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All Proposal Addenda Issued Prior to Proposal Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

6. INSURANCE

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

SAMPLE

7. WARRANTY

The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Pool & Spa Repair and Maintenance material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

8. SELF HELP BY DISTRICT

8.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

8.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

8.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

8.5 SATISFACTORY PERFORMANCE

8.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

8.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

8.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

SAMPLE

9. ASSIGNMENT

9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10. NOTICE OF SALE OR MERGER

10.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

11. BREACH OF CONTRACT

11.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future proposals and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12. OTHER MATTERS

12.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

12.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

12.3 The obligations of the SUPPLIERS 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.

12.4 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.

12.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

12.6 SUPPLIER 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.

12.7 SUPPLIER 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 SUPPLIER 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.

12.8 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 SUPPLIER recognizes that any representations, statements, or negotiations made

SAMPLE

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.

12.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

12.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13. <u>SUPPLIER'S REPRESENTATIONS</u>

13.1 SUPPLIER makes the following representations:

13.2 SUPPLIER 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.

13.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

13.4 SUPPLIER 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.

13.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

13.6 SUPPLIER declares that submission of a proposal for the work constitutes an incontrovertible representation that the SUPPLIER 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.

13.7 Equal Opportunity: SUPPLIER 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.

13.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

13.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

SAMPLE

- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **XXXXXXXXXXXXXXXXXX** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**XXXXXXXXXXXXXXXXXXXXXXXX**
By:_____	By:_____
_____ Print Name	_____ Print Name
_____ Print Title	_____ Print Title
_____ Date	_____ Date
_____ Attest	_____ Attest

SAMPLE

E-VERIFY SUPPLIER AFFIDAVIT

Solicitation No. 24P-007

SUPPLIER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Supplier verifies its compliance with State of Florida Executive Order No. 11-116, stating affirmatively that the individual, firm, or corporation which is contracting with the Villages 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 all persons assigned by the Supplier to perform work pursuant to the Agreement with the District.

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 Agreement with the Villages Community Development Districts Board of Supervisors, Supplier will secure from such subcontractor(s) similar verification of compliance with State of Florida Executive Order No. 11-116 on the subcontractor Affidavit provided or a substantially similar form. Supplier further agrees to maintain records of such compliance and provide a copy of each such verification to the Villages 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 Supplier Date

_____
Title of Authorized Officer or Agent of Supplier

_____
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____day of _____2024

_____
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. 24P-007

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with State of Florida Executive Order No. 11-116 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 Villages 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 all persons assigned by the subcontractor to perform work pursuant to the Agreement with the District.

_____
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 _____2024

_____
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

PART 7
EXHIBITS

EXHIBIT A
Annual Estimated Quantities
(Diving, Plugging and Dewatering)

EXHIBIT A

ANNUAL ESTIMATED QUANTITIES

ITEM #	ITEM DESRIPTION	SIZE	UNIT	QTY
DIVING, PLUGGING, AND DEWATERING				
1	Plug Set in Structure or Outfall	00 - 24 INCH	**EA**	10
2	Plug Set in Structure or Outfall	30 - 54 INCH	**EA**	30
3	Plug Set in Structure or Outfall	60 - 72 INCH	**EA**	5
4	Plug Rental	15 INCH	**WK**	5
5	Plug Rental	18 INCH	**WK**	5
6	Plug Rental	24 INCH	**WK**	5
7	Plug Rental	30 INCH	**WK**	10
8	Plug Rental	36 INCH	**WK**	10
9	Plug Rental	42 INCH	**WK**	10
10	Plug Rental	48 INCH	**WK**	10
11	Plug Rental	54 INCH	**WK**	10
12	Plug Rental	60 INCH	**WK**	3
13	Plug Rental	66 INCH	**WK**	3
14	Plug Rental	72 INCH	**WK**	3
15	Plug Removal in Structure or Outfall	00 - 24 INCH	**EA**	10
16	Plug Removal in Structure or Outfall	30 - 54 INCH	**EA**	30
17	Plug Removal in Structure or Outfall	60 - 72 INCH	**EA**	5
18	Certified Dive Team for Exploratory Dive	N/A	**HR**	20
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	**EA**	20
20	Easement Access for Plug Set, Removal	N/A	**EA**	15
21	Underwater Dredging for Plug Set	N/A	**HR**	50
22	Pump Delivery to Job Site and Set Up	N/A	**EA**	80
23	Dewatering	00 - 24 INCH	**LF**	2000
24	Dewatering	30 - 36 INCH	**LF**	2000
25	Dewatering	42 - 48 INCH	**LF**	1000
26	Dewatering	54 - 60 INCH	**LF**	1000
27	Easement Access for Pump Set Up and Delivery	N/A	**EA**	15
STORM CLEANING AND INSPECTION SERVICES				
28	Light cleaning, storm	00 - 24 INCH	**LF**	1000
29	Light cleaning, storm	30 - 36 INCH	**LF**	1000
30	Light cleaning, storm	42 - 48 INCH	**LF**	650
31	Light cleaning, storm	54 - 60 INCH	**LF**	350
32	Light cleaning, storm	66 - 72 INCH	**LF**	250
33	Medium cleaning, storm	00 - 24 INCH	**LF**	3000
34	Medium cleaning, storm	30 - 36 INCH	**LF**	3000
35	Medium cleaning, storm	42 - 48 INCH	**LF**	2000
36	Medium cleaning, storm	54 - 60 INCH	**LF**	1500
37	Medium cleaning, storm	66 - 72 INCH	**LF**	400
38	Heavy cleaning, storm	00 - 24 INCH	**LF**	2000
39	Heavy cleaning, storm	30 - 36 INCH	**LF**	2000
40	Heavy cleaning, storm	42 - 48 INCH	**LF**	1500
41	Heavy cleaning, storm	54 - 60 INCH	**LF**	1000
42	Heavy cleaning, storm	66 - 72 INCH	**LF**	350
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	**LF**	

44	Structure Cleaning	N/A	**EA**	250
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	**EA**	40
46	Pump Station/Storm Lift Station Cleaning	N/A	**HR**	20
47	CCTV Storm	00 - 30 INCH	**LF**	12000
48	CCTV Storm	36 - 60 INCH	**LF**	8000
49	CCTV Storm	66 - 72 INCH	**LF**	1000
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	**LF**	250
51	Structure Inspection	N/A	**EA**	250
PRESSURE GROUT MAINLINE				
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	**EA**	10
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	**EA**	10
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	**EA**	10
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	**EA**	10
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	**EA**	10
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	**EA**	10
REPAIR BANDS				
58	Mechanical Repair Sleeve - Storm	15 INCH	**EA**	3
59	Mechanical Repair Sleeve - Storm	18 INCH	**EA**	3
60	Mechanical Repair Sleeve - Storm	24 INCH	**EA**	3
61	Mechanical Repair Sleeve - Storm	30 INCH	**EA**	3
62	Mechanical Repair Sleeve - Storm	36 INCH	**EA**	3
63	Mechanical Repair Sleeve - Storm	42 INCH	**EA**	3
64	Mechanical Repair Sleeve - Storm	48 INCH	**EA**	3
65	Internal Seal - Storm	18 INCH	**EA**	5
66	Internal Seal - Storm	24 INCH	**EA**	5
67	Internal Seal - Storm	30 INCH	**EA**	5
68	Internal Seal - Storm	36 INCH	**EA**	5
69	Internal Seal - Storm	42 INCH	**EA**	5
70	Internal Seal - Storm	48 INCH	**EA**	5
71	Internal Seal - Storm	54 INCH	**EA**	5
72	Internal Seal - Storm	60 INCH	**EA**	2
73	Internal Seal - Storm	66 INCH	**EA**	2
74	Internal Seal - Storm	72 INCH	**EA**	2
CIPP SECTIONAL LINER				
75	Sectional Liner - Storm	15 INCH	**LF**	5
76	Sectional Liner - Storm	18 INCH	**LF**	5
77	Sectional Liner - Storm	24 INCH	**LF**	5
78	Sectional Liner - Storm	30 INCH	**LF**	5
79	Sectional Liner - Storm	36 INCH	**LF**	5
80	Sectional Liner - Storm	42 INCH	**LF**	5
81	Sectional Liner - Storm	48 INCH	**LF**	5
CIPP MANHOLE TO MANHOLE LINING				
82	CIPP manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	**LF**	200
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	**LF**	50
84	CIPP manhole to Manhole Lining - Diameter: 9mm	18 INCH	**LF**	200
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	**LF**	50
86	CIPP manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	**LF**	200
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	**LF**	50

88	CIPP manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	**LF**	150
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	**LF**	35
90	CIPP manhole to Manhole Lining - Diameter: 15mm	36 INCH	**LF**	150
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	**LF**	35
92	CIPP manhole to Manhole Lining - Diameter: 19mm	42 INCH	**LF**	150
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	**LF**	35
94	CIPP manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	**LF**	100
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	**LF**	25
96	CIPP manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	**LF**	100
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	**LF**	25
98	CIPP manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	**LF**	75
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	**LF**	15
100	CIPP manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	**LF**	50
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	**LF**	15
102	CIPP manhole to Manhole Lining - Diameter: 33 mm	72 INCH	**LF**	25
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	**LF**	10
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	**LF**	100
105	Concrete Spin cast - Storm	18 INCH	**LF**	100
106	Concrete Spin cast - Storm	24 INCH	**LF**	100
107	Concrete Spin cast - Storm	30 INCH	**LF**	75
108	Concrete Spin cast - Storm	36 INCH	**LF**	75
109	Concrete Spin cast - Storm	42 INCH	**LF**	50
110	Concrete Spin cast - Storm	48 INCH	**LF**	50
111	Concrete Spin cast - Storm	54 INCH	**LF**	50
112	Concrete Spin cast - Storm	60 INCH	**LF**	25
113	Concrete Spin cast - Storm	66 INCH	**LF**	25
114	Concrete Spin cast - Storm	72 INCH	**LF**	25
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	**EA**	10
116	Set Up Charge for Soil Stabilzation	N/A	**EA**	5
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	**LB**	50
118	Storm Structure Sealing Set Up Fee	N/A	**EA**	20
119	Storm Structure Injection Grout for Sealing	N/A	**SY**	100
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	**DAY**	1
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	**EA**	10
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	**EA**	30
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	**EA**	30
124	Weekly rental 4" discharge hose (100ft)	4 INCH	**EA**	6
125	Weekly rental 4" intake hoes (50ft)	4 INCH	**EA**	6
126	Weekly rental 6" discharge hose (100ft)	6 INCH	**EA**	6
127	Weekly rental 6" intake hoes (50ft)	6 INCH	**EA**	6
128	Weekly rental Basket Screen	4 INCH	**EA**	0
129	Weekly rental Basket Screen	6 INCH	**EA**	0
130	Weekly rental 90 Degree elbow	4 INCH	**EA**	0
131	Weekly rental 90 Degree elbow	6 INCH	**EA**	0

Addendum 1
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #1: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 22, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. What is the Engineer's Estimate/budget?
A1. The estimated budget for each District under contract is different based on the storm pipe types and quantities of that District. The overall approximate annual budget for the first year of this contract is: $1,045,000.

Q2. Will the District allow for a General Contractors License instead of Florida State Underground License?
A2. Yes, We will accept a General Contractors License as per FL Statute 489.105(b)

Q3. Will UVGRP liner be accepted as "an equal" for traditional felt pipe liner for project RFP #24P-007? I have attached our HK Solutions data sheets for UVGRP, thank in advance.
A3. No, the district will not accept UVGRP liners for this contract.

Q4. What is your annual budget for this project?
A4. Answered with question one.

Q5. Is there a bid bond due?
A5. There is no Bid bond required for submittal.

Q6. Does The Villages MS4 permit include approval to decant water from stormwater system cleaning and release potable water from pressure washing of pipes, catch basins, or manhole structures to the stormwater system that will be cleaned or CIPP lined under request for proposal# 24P-007? If not, does the associated pollution prevention/reduction plan, O&M plan, housekeeping plan, or other best management practices plan prepared for the MS4 permit allow for the decanting of water from stormwater system cleaning and the release of potable water from pressure washing to the stormwater system?
A6. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q7. Does The Villages have state or federal authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system? If such an approval does not exist, does The Villages plan to obtain authorization from the state or federal environmental agency for the work under request for proposal #24P-007? Will this authorization include approval for controls to be used at outfalls to catch and contain any cleaning water associated with stormwater cleaning that cannot be captured in the pipe system?
A7. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q8. If an authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system is not present in The Villages MS4 permit or related plans, where should decant water be disposed?
A8. It will be the contractor's responsibility to find a suitable means of disposal for any of the debris that is collected along with the water that is used during the cleaning.

Q9. If captured potable or cleaning water is to be disposed into a sanitary system, does The Villages have a permit or formal approval to discharge into the sanitary system? If not, is the contractor responsible for obtaining approval from the sanitary sewer system owner\operator?
A9. It would be the contractor's responsibility to obtain approval.

Q10. Are bid tabulations from the previous contract for this work available to prospective bidders?
A10. There are no previous proposals as this work has never been solicited out for contract.

Q11. Items 115 – 121 have a N/A as a quantity – I want to confirm are we to bid those or are they excluded from the bid?
A11. The items should be priced, they should not be excluded from your pricing. We did not have estimated quantities for those items, but they should be included with your submitted pricing.

Q12. Does the District have previous detailed & itemized bid tabulations for any proposals, work orders for similar project scope?
A12. There are no previous bid tabulations or proposals for this work since this contract has never been solicited before.

Q13. What work orders has the district released in the past year that show quantities for complete project scope?
A13. Answered with question #12.

Q14. Is a Bid Bond Required for this project?
A14. See answer to question #5

Addendum 2
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #2: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 26, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. Would The Villages allow UV cure as an approved lining method?
A1. The Villages does not want a fiberglass UV liner to be used.

For clarification, can you describe in detail <u>how the dewatering / pumping / discharge and disposal is performed currently</u>:
Q2. Do you have a SOP or in-house document or procedure that is for these purposes?
A2. The Villages District Property Management (DPM) does not have a SOP for dewatering. We have a complex system consisting of over 800 stormwater retention basins. The dewatering in most cases consists of isolating the pipes being inspected and pumping the water back into the same storm system beyond the area being inspected. For work needing to dewater a basin, we would isolate the basin with pipe plugs and manually pump the water into a different portion of the stormwater system, such as into a roadway inlet or adjacent basin. Whenever possible, we may have the ability to move the water into an adjacent basin with bleed valves through the existing gravity system. This complexity was considered when writing the contract, such as the "Additional Services" category including plug installations and pumps as a billable line item if dewatering services are necessary.

Q3. Where is the discharge hose placed for discharge?
A3. See A2.

Q4. What body of water or structure is the discharge, discharging into?
A4. See A2.

Q5. Is vac-truck-water, removed from the system transported off-site for discharge?
A5. It is the responsibility of the contractor to determine the most appropriate discharge location based on the BMPs of NPDES and the awareness of potential public concerns.

Q6. Where is vac-truck-water currently being discharged?
A6. See A5.

Q7. Are debris in the vac-truck disposed of on-site?
A7. See A5.

Q8. Where are the vac-truck debris currently being disposed of?
A8. Per the contract scope, "The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed." The only dumpsite location available from the District is located near CR 42 and offers only an extremely limited area.

Correction:

Line item 119 previously requested pricing per SF

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	LB	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	SY	$0.00

Revised: Line item 119 now requests pricing per gallon. Please use REVISED proposal forms that will be uploaded to both demandstar and the district website.

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$0.00

Exhibit "C"
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state "**RFP #22-XX-XXX "INSERT TITLE HERE"**.

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Exhibit "D"
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Hinterland Group Inc., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature	Hinterland Group Inc. Company
Chase Rogers Printed Name	COO Title

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn to before me by means of [✓] physical presence or [ ] online notarization of Chase Rogers, as COO of Hinterland Group Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 6 day of December, 2024.

(stamp)

NOTARY PUBLIC STATE OF FLORIDA
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Lori Guild
NOTARY PUBLIC Lori Guild

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the "CITY"), and **VORTEX SERVICES, LLC**, a Florida limited liability company located at 1240 N. Bronough St., Tallahassee, Florida 32303 (the "CONTRACTOR") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Services Agreement for Storm Pipe Inspections, Cleaning, and Repairs between the Village Center Community Development District (the "District"), and CONTRACTOR, dated April 10, 2024, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference (hereinafter the "Underlying Contract"), which was competitively solicited for and negotiated by the District through the District's RFP #24P-007, attached hereto as **Exhibit "B"** and made a binding part hereof by this reference; and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide the services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through September 30, 2026, and may be renewed for one (1) additional two-year period upon written mutual agreement by the CITY and CONTRACTOR. **The prices awarded by CONTRACTOR shall remain fixed for the initial term of the Agreement.** Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety-day (90) written notice of non-renewal.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract and its attachments (**Exhibit "A"**) and RFP #24P-007 (**Exhibit "B"**) (collectively referred to hereinafter as the "Original Contract Documents"). Notwithstanding any contrary provision in the Original Contract Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

CITY:	City of Mount Dora ATTN: City Manager 510 N. Baker Street Mount Dora, Florida 32757
Copy to:	Patrick Brackins, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy; Suite 100 Maitland, Florida 32751
CONTRACTOR:	Vortex Services, LLC ATTN: Shawn Ready 5910 Hartford St. Tampa, Florida 33619

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in a State or Federal court of appropriate jurisdiction in Lake County, Florida. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO**.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract Documents, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

The services to be performed in accordance with this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. INDEMNIFICATION.

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

(A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

(B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

(C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

(A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.

(B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.

(D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(E) All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

(F) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

(G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 15. DISPUTE RESOLUTION.

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the State or Federal court of appropriate jurisdiction located in Lake County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit "C"**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. CONTRACTOR shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. CONTRACTOR shall retain a copy of the affidavit for the duration of this Agreement and provide it to the CITY upon request. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract

with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR hereby certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"**, and incorporated herein by reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

CITY OF MOUNT DORA

_____
James Homich, Mayor

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of the City of Mount Dora only
Approved as to form:

_____
Patrick Brackins, City Attorney

VORTEX SERVICES, LLC

Print: Shawn Ready

Title: Sr. Regional Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged and sworn to before me by means of [✓] physical presence or [ ] online notarization of Shawn Ready, as Regional Vice President of Vortex Services, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 3rd day of December, 2024.

(stamp)

HOLLY BARMORE
Notary Public
State of Florida
Comm# HH563324
Expires 6/19/2028

NOTARY PUBLIC

Attachments:

Exhibit A – Underlying Contract

Exhibit B – District RFP #24P-007

Exhibit C – Insurance Requirements

Exhibit D – Human Trafficking Affidavit

Exhibit "A"
Underlying Contract between
Village Center Community Development District
and
Vortex Services, LLC

AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND VORTEX SERVICES, LLC FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS RFP #24P-007

THIS AGREEMENT is made effective this 10th day of April 2024 (hereafter referred to as the :Effective Date", by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **VORTEX SERVICES, LLC** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 5910 Hartford Street, Tampa, Florida 33619.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspection, Cleaning & Repair Services, and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspection, Cleaning & Repair Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspection, Cleaning & Repair Services 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 SUPPLIER, 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 Storm Pipe Inspection, Cleaning & Repair Services, Request for Proposals (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

   1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

   1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

   1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way 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 SUPPLIER.

   1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. **UNUSUAL COSTS**

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. **CONTRACT DOCUMENTS**

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9

4.13 E-Verify Contractor/Subcontractor Affidavit
4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be the Effective Date through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement.** Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5%.

6. INSURANCE

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

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 SUPPLIER is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER 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, SUPPLIER shall: 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 SUPPLIER 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, SUPPLIER shall submit to DISTRICT SUPPLIER'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 SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.

7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER 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 SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. **WARRANTY**

8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Wallpaper Installation & Removal material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

9. **SELF HELP BY DISTRICT**

9.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

9.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

9.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

9.5 **SATISFACTORY PERFORMANCE**

9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

9.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

10. **ASSIGNMENT**

10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

11. **NOTICE OF SALE OR MERGER**

11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

12. **BREACH OF CONTRACT**

12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

13. **OTHER MATTERS**

13.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

13.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

13.3 The obligations of the SUPPLIERS 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.

13.4 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.

13.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

13.6 SUPPLIER 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.

13.7 SUPPLIER 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 SUPPLIER 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.

13.8 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 SUPPLIER 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.

13.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

13.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

13.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.

14. **SUPPLIER'S REPRESENTATIONS**

14.1 SUPPLIER makes the following representations:

14.2 SUPPLIER 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.

14.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

14.4 SUPPLIER 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.

14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

14.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER 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.

14.7 Equal Opportunity: SUPPLIER 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.

14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **VORTEX SERVICES, LLC** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**VORTEX SERVICES, LLC**
By: Kelly Flores	By:
Kelly Flores Print Name	Shawn Ready Print Name
Chair Print Title	SR RVP Florida Print Title
April 10, 2024 Date	3/12/24 Date
Attest	Attest

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs

ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
	DIVING, PLUGGING, AND DEWATERING			
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$1,100.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$1,200.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$1,400.00
4	Plug Rental	15 INCH	WK	$550.00
5	Plug Rental	18 INCH	WK	$550.00
6	Plug Rental	24 INCH	WK	$550.00
7	Plug Rental	30 INCH	WK	$775.00
8	Plug Rental	36 INCH	WK	$775.00
9	Plug Rental	42 INCH	WK	$775.00
10	Plug Rental	48 INCH	WK	$2,000.00
11	Plug Rental	54 INCH	WK	$2,000.00
12	Plug Rental	60 INCH	WK	$2,000.00
13	Plug Rental	66 INCH	WK	$2,000.00
14	Plug Rental	72 INCH	WK	$3,300.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$1,100.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$1,200.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$1,400.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$650.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$2,750.00
20	Easement Access for Plug Set, Removal	N/A	EA	$1,400.00
21	Underwater Dredging for Plug Set	N/A	HR	$250.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$500.00
23	Dewatering	00 - 24 INCH	LF	$25.00
24	Dewatering	30 - 36 INCH	LF	$35.00
25	Dewatering	42 - 48 INCH	LF	$45.00
26	Dewatering	54 - 60 INCH	LF	$55.00
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$750.00
	STORM CLEANING AND INSPECTION SERVICES			
28	Light cleaning, storm	00 - 24 INCH	LF	$8.00
29	Light cleaning, storm	30 - 36 INCH	LF	$10.00
30	Light cleaning, storm	42 - 48 INCH	LF	$12.00
31	Light cleaning, storm	54 - 60 INCH	LF	$25.00
32	Light cleaning, storm	66 - 72 INCH	LF	$35.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$10.00
34	Medium cleaning, storm	30 - 36 INCH	LF	$13.00
35	Medium cleaning, storm	42 - 48 INCH	LF	$18.00
36	Medium cleaning, storm	54 - 60 INCH	LF	$45.00
37	Medium cleaning, storm	66 - 72 INCH	LF	$60.00
38	Heavy cleaning, storm	00 - 24 INCH	LF	$13.00
39	Heavy cleaning, storm	30 - 36 INCH	LF	$20.00
40	Heavy cleaning, storm	42 - 48 INCH	LF	$40.00
41	Heavy cleaning, storm	54 - 60 INCH	LF	$70.00
42	Heavy cleaning, storm	66 - 72 INCH	LF	$80.00
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$8.00
44	Structure Cleaning	N/A	EA	$675.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$1,600.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$425.00
47	CCTV Storm	00 - 30 INCH	LF	$5.00
48	CCTV Storm	36 - 60 INCH	LF	$7.00

EXHIBIT A

49	CCTV Storm	66 - 72 INCH	LF	$9.00
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$8.00
51	Structure Inspection	N/A	EA	$175.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$775.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$985.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$1,325.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$655.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$920.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$1,315.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$2,625.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$2,890.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$3,415.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$4,470.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$5,260.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$5,780.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$2,500.00
65	Internal Seal - Storm	18 INCH	EA	$2,500.00
66	Internal Seal - Storm	24 INCH	EA	$2,500.00
67	Internal Seal - Storm	30 INCH	EA	$2,500.00
68	Internal Seal - Storm	36 INCH	EA	$2,500.00
69	Internal Seal - Storm	42 INCH	EA	$2,500.00
70	Internal Seal - Storm	48 INCH	EA	$2,500.00
71	Internal Seal - Storm	54 INCH	EA	$2,500.00
72	Internal Seal - Storm	60 INCH	EA	$2,500.00
73	Internal Seal - Storm	66 INCH	EA	$2,500.00
74	Internal Seal - Storm	72 INCH	EA	$2,500.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$920.00
76	Sectional Liner - Storm	18 INCH	LF	$985.00
77	Sectional Liner - Storm	24 INCH	LF	$1,315.00
78	Sectional Liner - Storm	30 INCH	LF	$1,580.00
79	Sectional Liner - Storm	36 INCH	LF	$1,970.00
80	Sectional Liner - Storm	42 INCH	LF	$2,300.00
81	Sectional Liner - Storm	48 INCH	LF	$2,385.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$155.00
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$7.00
84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$178.00
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$10.00
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$198.00
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$10.00
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$242.00
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$16.00
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$295.00
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$15.50
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$460.00
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$17.50
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$610.00
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$24.50
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$790.00
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$26.00

EXHIBIT A

98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	LF	$1,040.00
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	$24.25
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$1,355.00
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$25.00
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$1,390.00
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$29.25
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$0.00
105	Concrete Spin cast - Storm	18 INCH	LF	$0.00
106	Concrete Spin cast - Storm	24 INCH	LF	$0.00
107	Concrete Spin cast - Storm	30 INCH	LF	$650.00
108	Concrete Spin cast - Storm	36 INCH	LF	$500.00
109	Concrete Spin cast - Storm	42 INCH	LF	$525.00
110	Concrete Spin cast - Storm	48 INCH	LF	$625.00
111	Concrete Spin cast - Storm	54 INCH	LF	$660.00
112	Concrete Spin cast - Storm	60 INCH	LF	$925.00
113	Concrete Spin cast - Storm	66 INCH	LF	$1,000.00
114	Concrete Spin cast - Storm	72 INCH	LF	$1,100.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$150.00
116	Set Up Charge for Soil Stabilization	N/A	EA	$3,194.64
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$270.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$3,200.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$250.00
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$2,800.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$1.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$765.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$1,100.00
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$95.00
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$95.00
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$125.00
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$160.00
128	Weekly rental Basket Screen	4 INCH	EA	$5.00
129	Weekly rental Basket Screen	6 INCH	EA	$5.00
130	Weekly rental 90 Degree elbow	4 INCH	EA	$15.00
131	Weekly rental 90 Degree elbow	6 INCH	EA	$15.00

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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 Villages Community Development Districts 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 Agreement 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."

Shawn Ready SR. RUP FL
Authorized Agent Name, Title (Print)

Authorized Signature

2/7/24
Date

Name of Proposers Firm

Vortex Services, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

Exhibit "B"
Village Center Community Development District
RFP #24P-007

REQUEST FOR PROPOSALS

FOR

Storm Pipe Inspections, Cleaning, and Repairs

RFP #24P-007

Issued By:

Village Community Development Districts
Purchasing Department
Crystal Ford-Bellamy, Buyer
1071 Canal Street
The Villages, Florida 32162
Phone (352) 751-6700 * Fax (352) 751-6715
www.districtgov.org
Crystal Ford@districtgov.org

Date of Issue January 11, 2024
Due Date / Time: February 8, 2024 at 3:00 PM

CALENDAR OF EVENTS / PROPOSAL 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.

ACTION	COMPLETION DATE
Issue RFP	**January 11, 2024**
OPTIONAL **Pre-Proposal Conference**	**January 18, 2024 at 9:00 AM** Purchasing Conference Room 1071 Canal St., 2nd Floor The Villages, FL 32162
Last Day for Questions	**January 26, 2024 by 4:00 PM**
Proposals Due	**February 8, 2024 by 3:00 PM**
Public Proposal Opening	**February 8, 2024 at 3:15 PM** Purchasing Conference Room 1071 Canal St. The Villages, FL 32162
Selection Committee Meeting	**February 29, 2024 at 9:00 AM** Large Conference Room located 984 Old Mill Run The Villages, FL 32162
District Board Approvals	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and ready for Board Review/Approval

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COMPLETENESS OF PROPOSAL CHECKLIST

Proposers remain responsible for reading the entire Proposal document to ensure 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 reserves the right to request corrections of minor errors or irregularities. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- ☐ Proposal Cover Page – all information completed and signed
- ☐ Proposal Forms – (**One (1) Form, must be signed and dated**) submitted in correct format, accurate calculations, and signed (ONLY EXCEL PROPOSALS SHALL BE ACCEPTED. The file(s) can be found on DemandStar and the District Webpage)
- ☐ Proposer's Statement of Experience, Equipment and Personnel & References for Similar Projects
  - List five (5) references of similar size and scope
- ☐ W-9 – completed and signed
- ☐ Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed
- ☐ If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- ☐ Exceptions or Deviations to Specifications – signed and/or information completed
- ☐ Proposer's Certification – Addenda acknowledged and form signed
- ☐ Supplier Certification Regarding Scrutinized Companies' List – signed
- ☐ Drug Free Workplace Certificate – signed and notarized
- ☐ Anti-Collusion Form – completed and signed
- ☐ Insurance Requirements – signed
- ☐ Statement of Terms and Conditions – signed
- ☐ Wildlife Habitat Management Plan – signed
- ☐ Copy of Required/Applicable Licenses or Certifications per specifications
  - Florida State Underground License.
  - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications.
  - MOT Intermediate certified
- ☐ Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

PART 1
INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Sealed proposals will be received by the Village Community Development Districts Purchasing Department located at 1071 Canal Street, The Villages, Florida 32162, until 3:00 PM on February 8, 2024 for: RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. All timely received Proposals shall be opened at 3:15pm in the Conference Room located at 1071 Canal Street, The Villages, FL 32162. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX, or electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of proposals.
- All questions received by 4:00 pm on January 26, 2024 will be considered. Questions will not be answered over the phone. Questions must be in writing sent via e-mail to Crystal Ford-Bellamy at Crystal.Ford@districtgov.org

MINIMUM REQUIREMENTS

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 18, 2024 at 9:00 AM. Interested Supplier/Contractors are to meet in the Purchasing Conference Room, located at 1071 Canal St, The Villages, FL 32162. The conference is not mandatory; however, Supplier/Contractors are strongly encouraged to attend the pre-bid conference for a clear understanding of the project. For directions, please contact Crystal Ford-Bellamy at Crystal.Ford@Districtgov.org

FORMS & SPECIFICATIONS

Respondents are required to use the official PROPOSAL/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 PROPOSAL/BID FORMS and explained in detail on the EXCEPTION/DEVIATION FORM.

HOW TO SUBMIT A RESPONSE **(see page 18 for method of submittal)**

One complete response packet (1 original, 5 copies and 1 electronic copy on a new CD or USB Flash Drive) 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 formal Solicitation number and name together with the name and address of the Respondent. The response packet should be neat, professional in appearance and bound appropriately for the document's thickness however, **Please DO NOT use 3-Ring Binders if possible.** The original response packet shall have original signatures and clearly noted with *ORIGINAL* on the cover. All responses shall be mailed or hand delivered to the Purchasing Department at the address given, by the date and time set forth herein.

PROPOSER RESPONSIBILITY

Respondents 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 Village Community Development Districts to Respondents is based on the recipient's specific request and application to www.demandstar.com, 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 $35,000 (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 Respondent 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 Respondent.
- Proposal Excel Form(s) ***One (1)Form, must be signed and dated***)
- Supplemental Pricing Page (Additional Services if Needed)
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- W-9
- Disclosure of Subcontractors, Sub consultants and Suppliers
- If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects
- Exceptions or Deviations to Specifications form.
- Proposer Certification / Addenda Acknowledgement Form.
- Scrutinized Companies
- A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- Anti-Collusion Statement
- Insurance Requirements
- General Terms and Conditions statement must be signed and returned with the proposal form.
- Wildlife Habitat Management Plan
- Contractor shall provide a list of all chemicals and additives to be used in the performance of this work.
- work.

INCLUDE WITH PROPOSAL

- Any and all applicable licenses or certifications must be included (if required). This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.
- Required Number of Submittals (1 Original & 5 copies and a new CD or USB Flash Drive)

  This list shall not be construed as a complete listing of required documents. It remains the Contractor's responsibility to ensure all requirements of their proposal submittal are met.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each Respondent 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 Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Respondent 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.

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "**Standard Insurance Requirements**" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements

Financial Rating of Insurance Companies - All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and a **$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain **$1,000,000** each occurrence and **$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- o Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- o Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub-consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) (If applicable) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (If applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **$1,000,000 per claim/loss and $2,000,000 annual aggregate**. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (If applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

***Note**: The individual Districts that shall be endorsed and listed as **Additional Insureds** on all policies are:

Village Center Community Development District
Sumter Landing Community Development District
Brownwood Community Development District
Village Community Development Districts 1 – 15
North Sumter County Utility Dependent District
Wildwood Utility Dependent District
Coleman Ridge Community Development District
Middleton Community Development District – A
Middleton Downtown Community Development District
Eastport Community Development District
Villages Public Safety Department Dependent District

All at the following street address:

984 Old Mill Run
Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten percent (10%), and flood sub-limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agree to reimburse any premiums or expenses incurred by the District.

<u>The Contractor Agrees the COI shall</u>:

1. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.

II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.

III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.

IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.

V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal ofcoverage.

VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

- Village Center Community Development District
- Sumter Landing Community Development District
- Brownwood Community Development District
- Village Community Development Districts 1 – 15
- North Sumter County Utility Dependent District
- Wildwood Utility Dependent District
- Coleman Ridge Community Development District
- Middleton Community Development District – A
- Middleton Downtown Community Development District
- Eastport Community Development District
- Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- **W-9**: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- **Occupational License**: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- **Contact Information**: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Agreement Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00pm on January 19, 2024, 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 and www.districtgov.org. Each Proposer shall acknowledge receipt of such addenda in the space provided on the Proposer's Certification 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/Agreement 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 Village Community Development Districts reserves the right to order changes in the scope of work and the resulting Agreement. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the Agreement 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 Agreement 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 Agreement, Agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer. Any proposer receiving an award from this solicitation must comply with all Governing Laws and Regulations and be responsible for the compliance of such by any and all subcontractors. Any and all work performed under the resultant contract requiring any State licensing or certification must be performed by workers meeting those requirements.

BLACKOUT PERIOD
In accordance with Florida Statute 287.057(23), Respondents to this Solicitation or persons acting on their behalf may not contact, between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any District Staff, Board Supervisors or District Consultants concerning any aspect of this Solicitation, except in writing to the District Purchasing Staff. Violation of this provision may be grounds for rejecting a response.

During this blackout period, any attempt to influence the thinking of District Staff, Board Supervisors or District Consultants 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 District Staff, Board Supervisors or District Consultants not concerning this Solicitation.

AGREEMENT NEGOTIATION
The Selection Committee shall rank all received proposals and provide the Purchasing Director with the rankings and a recommended primary ranked firm. If deemed prudent or necessary, the Purchasing Director 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 an Agreement addressing the requirements of the solicitation. The resulting Agreement will be approved by the District Board of Supervisors.

PROVIDING PERFORMANCE BOND NOT APPLICABLE

The Villages Community Development Districts may request that all Proposers provide proof of the ability to obtain a performance bond in an amount equal to 100% of each project should it exceed the $200,000.00 threshold of the total amount bid for this RFP. Upon award the successful proposer shall provide a Performance Bond, in the form of a 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. "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 contractual 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. The District maintains the right to direct purchase goods and services whenever possible to utilize the District's tax-exempt status and the contract will be reduced by change order.

DIRECT PURCHASE BY OWNER (If Applicable)

If applicable each Contractor shall include Florida State and other applicable sales taxes for all material, supplies and equipment included in its bid.

The District may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies and equipment that may be a part of the Project. If so, the District will, via its purchase orders, purchase materials and assist the Contractor in the preparation of such purchase orders. The District shall issue a Certificate of Entitlement to each vendor and the Contractor through its Purchasing Department (see Part 5: Exhibits for sample certificate). The District's purchase order for tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The District shall issue a separate Certificate of Entitlement for each purchase order. The Certificate of Entitlement shall be signed by an Authorized Representative of the District that may include the District Manager, Assistant District Manager or the Director of Purchasing. The materials shall be purchased from the vendor suppliers selected by the Contractor, for the prices negotiated by the Contractor. The Contractor will provide information to the District to assist in the proper preparation of all purchase orders by the District and will assist in the coordination and receipt of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

The Contract/Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the District shall not relieve the Subcontractor or Contractor of any of its responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties

PAYMENTS

Payments shall be made pursuant to Florida Statute Chapter 218, Part VII, the Prompt Payment Act, and all District policies promulgated thereby. Payments will be made monthly for work successfully completed in the previous month and based upon District approved invoice.

Payment Applications shall be submitted once monthly on an AIA Document G702 "Application and

Certificate for Payment" (or equivalent) as acceptable by the District. The District will promptly inspect the work and review the application for processing and payment.

The Contractor shall be assessed liquidated damages in the amount of $250.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

UNUSUAL COSTS:
The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

PERMITS / LICENSES / FEES
Any permits, licenses or fees required will be the responsibility of the Proposer.

INDEMNIFICATION
The successful Proposer must fully indemnify the District(s). Such indemnification will be documented in the Agreement 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 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contact, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the District. (http://www.uscis.gov/e-verify) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this contract with the District.
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 to 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 Part 5: 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, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids 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 Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Contract 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 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 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 bid and the Bidder's authorized signature affixed to the bid 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 Agreement 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 Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any Agreement, 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. Performance related paperwork will be available to selection committee members.

This Selection Committee will consist of 5 members. The Committee make up will be 3 selected from District Property Management (DPM) staff and 2 others assigned by the Purchasing Director.

Once proposals are received, Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. The intent is to award up to three (3) Suppliers selected by their rankings. The awards will be based on the proposals that are the most advantageous to the District. Only the top three (3) ranked Contractors may be awarded the contract.

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 the Evaluation Form (see below) in any weight or importance as it sees fit. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite Proposers 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.

The overall Evaluation Score will be a maximum of 500 points (100 points max per Selection Committee Member).

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 February 29, 2024 at 9:00 am at the Large Conference Room, 984 Old Mill Run, The Villages, FL 32162.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals. If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Purchasing Department shall be responsible for notifying all Contractors of the meeting and order of presentations or interviews. If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified Contractors at its initial Selection Committee meeting.

Responsive proposals shall be reviewed and scored by the selection committee members. Once the evaluation process is completed the recommendation of award will be uploaded to www.demandstar.com and www.districtgov.org.

Proposal awards are subject to Board(s) approval(s).

EVALUATION FORM

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:

SELECTION COMMITTEE EVALUATION WORKSHEET

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:

Request for Proposals (RFP) #: 24P-007

RFP Name: Storm Pipe Inspections, Cleaning, and Repairs
Contractor Name: _____
Reviewer Name: _____ **Department:** _____
Reviewer Title: _____ **Date:** _____

Factor	Criteria	Weight	Score
1	**Machinery, Equipment and Manpower** Does the Proponent possess the adequate machinery, equipment, and manpower to perform the work specified in this contract in a high quality manner?	(Max 20 points)	
2	**Qualifications and Proponents Manpower** What qualifications and experience do key personnel possess? (training, licenses, and/or certifications)	(Max 20 points)	
3	**Experience of the Organization** Does the Proponent possess technical experience in performing work of similar size and scope? Is the experience with CDD, commercial properties, and/or public agencies? Does the Proponent show strength and stability?	(Max 25 points)	
4	**Quality of References** Are references for work of similar type, size and scope? Does the assessment of Proponent's work by client references demonstrate success in providing similar services?	(Max 10 points)	
5	**Price with Respect to Average Proposal** How reasonable is the Proponent's price with regard to the average proposal pricing?	(Max 15 points)	
6	**Thoroughness of Proposal** How detailed are the various elements of the proposal?	(Max 10 points)	
	PROPONENT'S TOTAL SCORE	(100 Points Max)	

_____ _____
Selection Committee Member's Signature **Date**

Comments:

Factor	Discussion
1.	
2.	
3.	
4.	
5.	
6.	

_____ _____
Selection Committee Member's Signature **Date**

PART 3
PROPOSAL SUBMITTAL

An original and 5 copies and a new CD or USB Flash Drive of each proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs, and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 3:00 pm on February 8, 2024. 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.

- 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 $35,000 (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.

- The Villages Community Development Districts 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 agreement(s) in the best interest of the District.

PART 4
SCOPE OF SERVICES

INTRODUCTION
CDD INFORMATION

The Villages Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. North Sumter County Utility Dependent District, Wildwood Utility Dependent District and Villages Public Safety Department Dependent District are special Districts under Chapter 189. There are currently twenty-two (22) CDD's in The Villages, which include: Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District and Village Community Development Districts 1-15. 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.

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 accountant and the results of such audit are provided to the State Controller 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 90 square miles in three adjoining counties in Central Florida (Lake, Marion and Sumter). The current population is approximately 133,000 residents and growing.

SCOPE OF WORK

The Villages Community Development Districts are requesting proposals for Storm Pipe Inspections, Cleaning, and Repairs. Qualified firms wishing to respond to "RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs" must provide all equipment, labor 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 intent of this RFP is to procure qualified, manufacturer-certified applicators to provide all adequate and appropriate labor, supervision, parts and materials, equipment, and tools necessary for complete storm drain cleaning, repairs and maintenance of all District maintained storm pipes. It is the intention of the District to award this RFP to up to three (3) qualified Suppliers/Contractors; however, the District reserves the right to award this RFP in the best interest of the District.

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

Prior to each renewal period, Contractor/Supplier performance will be evaluated, by April 1st, by District Property Management (DPM) staff responsible for the particular geographical area applicable for the Contractor/Supplier. The completed performance evaluation will be submitted to the District Property Management Director for review.

WARRANTY

Structural Epoxy lining/RICIPP manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year. Provide associated Warranty Certificate.

The Contractor/Supplier shall warranty the installed structural Epoxy/RICPP lining system as free from workmanship defects for a minimum period of two (2) years.

PERFORMANCE OF WORK BY CONTRACTOR

The Contractor/Supplier warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor/Supplier or any subcontractor or supplier at any tier. This warranty shall continue for a period of 2 years from the date of the work completed by the Contractor/Supplier as documented by the dated inspection and/or repair report furnished by the Contractor/Supplier.

The Contractor/Supplier shall remedy at the Contractor/Supplier's expense any failure to conform, or any defect. In addition, the Supplier/Contractor shall remedy at the Contractor/Supplier's expense any damage to District-owned or controlled real or personal property, when that damage is the result of the Contractor/Supplier's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

The Contractor/Supplier shall restore any work damaged in fulfilling the terms and conditions of this clause. The contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement. The District shall notify the Contractor/Supplier, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage. If the Contractor/Supplier fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the District Representative, after receipt of notice, the District shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor/Supplier's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor/Supplier shall--

(1) Obtain all warranties that would be given in normal commercial practice
(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed to do so by the District
(3) Enforce all warranties for the benefit of the District, if directed to do so by the District

In the event the Contractor/Supplier's warranty has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Unless a defect is caused by the negligence of the Contractor/Supplier or subcontractor or supplier at any tier, the Contractor/Supplier shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

PERMITS/FEES

The District will pay permit fees directly to the Contractor/Supplier. Contractor/Supplier is not required to pay permit fees.

Other than permit fees, the Contractor/Supplier shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Contractor/Supplier utilizing such fees including, but not limited to, dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Contractor/Supplier's invoice for payment. The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed.

The Contractor/Supplier will be required to contact the utility company to provide a water meter to attach to any water source to complete the work. Any water fees are the responsibility of the Contractor/Supplier.

COMPLIANCE/LICENSES

The Contractor/Supplier, its employees, subcontractors, or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of the Contract.

SCOPE

This specification defines the approved methodology and materials for the rehabilitation of a sectionalized portion of a structurally damaged or leaking gravity flow system, service line, joint, crown failure, and the bridging of offset pipe joints, by the installation of Ambient cured-in-place, thermos epoxy impregnated structural liner system.

Point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable. Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit. Cleaning and inspections of conduits, bypass pumping, line obstruction removal, reestablishment of services, pre-installation video recording, installation of Resin Impregnated Cured-in-Place Pipe including installation television inspection, post-installation video recording, connections, testing, and final inspections are all included in this contract's scope of work.

DIVING, PLUGGING, & DEWATERING

- Plug Set and Removal are one-time fees. The Contractor/Supplier will not be paid multiple times for this item if they choose to remove plugs and reset them or if the weather requires it. It is the duty of the Contractor/Supplier to ensure the operational flow of the storm systems while they are working on them.
- Easement Access is billable one time per project for areas that require a dive team and/or dewatering equipment/personnel to access easement areas.
- Per instance Nuisance Alligator Removal is billable for each alligator required to be removed for a project.
- Pump delivery and setup is billable once per pump, per project.
- Easement access for pump delivery and setup is billable once per pump, per project.

PRESSURE GROUT MAINLINE

- Pressure Grout Description: Chemically activated grout consisting of an acrylamide, acrylic, urethane, or equivalent base as preapproved by DPM that creates a collar around the pipe defects. Grouting chemicals are forced into the defect and the surrounding soil where they activate and seal the defect. Once cured, the grout remains flexible for the life of the repair.

- Installation Instructions: Equipment containing the grout is inserted into the pipe and positioned over the defect. The grout is forced through the defect from the inside of the pipe and then gels or cures when it comes in contact with water to form a waterproof collar. Avanti AV 100 or Equal.

MATERIALS

- Resin Impregnated Cured-in-Place Pipe (RICIPP) shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential/radial stretching during insertion.
- The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- The tube shall contain no intermediated or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television (CCTV) inspection equipment may be made.
- A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below:

CURED RICIP	STANDARD	RESULTS
Flexural Stress	***ASTM F1216-22**	**D-790 4,500psi**
Flexural Modulus of Elasticity	***ASTM F1216-22**	**D-790 250,000psi**

*American Society for Testing and Materials

- In instances where CIPP repair method is required, pipe shall be considered fully deteriorated.
- Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
- The Contractor/Supplier shall submit liner thickness calculations upon request to the DPM representative for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions.
- The minimum length shall be deemed necessary to effectively span the footage that is requiring repair. The Contractor/Supplier shall verify the length in the field before impregnation.
- The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness.

REPAIR BANDS

- Mechanical Repair Sleeve Description: The system is comprised of a stainless-steel structural core, which uses a mechanical lock to hold it against the host pipe, the core is either surrounded by a gasket or uses two O-ring type gaskets on each end, depending on the application. Limit straps prevent the sleeve from expanding beyond a preset diameter, preventing it from harming the host pipe. Please reference FDOT Specification Section 949-9.6 of the Standard Specifications for material requirements.
- Mechanical Repair Sleeve Installation Instructions: Gaskets are placed on the sleeve on site before the sleeve is installed. Being monitored by a CCTV camera, the sleeve is positioned over the defect, and the air plug is then inflated to expand the sleeve until the locks engage. The air plug is then deflated and withdrawn. Ensure that the locking mechanisms are placed at the crown of the pipe to minimize trapping debris.

- Internal Seal Description: The internal seal is comprised of an ethylene propylene diene terpolymer (EPDM) rubber gasket and metal band which expands to conform to the inner wall of the pipe. Please reference Florida Department of Transportation (FDOT) Specification Section 949-9.6 of standard specifications for material requirements.
- Internal Seal Installation Instructions: Ensure the area to be repaired is clean. Mark the pipe on either side of the joint or damaged section in several places to ensure proper alignment. The location of the marks will depend on the size of the seal. Move the seal into place over the center of the joint or damaged section. Tighten the internal expanding metal bands.

INJECTION GROUTING AND STRUCTURE REPAIR

- Soil Stabilization: Avanti AV 275 or Equal
- Structure Injection Set Up Fee Payable Per Storm Structure Project
- Structure Injection Repair Avanti AV202 or Equal
- Hydraulic water plugs and active leak control materials are to be utilized for Inflow and Infiltration (I&I) abatement to stop leaks, running water, infiltration, and other water-stop needs. Hydraulic cement is not an acceptable alternative to chemical grout and shall not be considered an acceptable product for soil stabilization nor structure injection. Hydraulic cement may only be utilized for the purpose of reinforcing the existing structure and/or sealing small-sized infiltration points (e.g., minor seepage through a hairline fissure). The hydraulic cement material must be in dry powder form with no prior mixing of water necessary and designed to set rapidly. Soil stabilization and structure injection chemical grouting materials must be designed per the manufacturer's recommendations to apply directly to active leaks under hydrostatic pressure in collection system structures.

INSPECTION AND VIDEO METHODS

Pipes shall be inspected by means of a CCTV system. The Contractor/Supplier shall furnish all labor, materials, equipment, and tools necessary for the inspection.

The television camera used for the inspection shall be specifically designed and constructed for such inspection, and capable of producing color video. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be equipped with Pan and Tilt, capable of spanning 360 degrees to view the entire pipe, all joints, and all structures. The camera, television monitor, and other components of the video system shall be capable of producing quality to the satisfaction of the District. If unsatisfactory, at the sole discretion of the District, the equipment shall be removed and replaced at no additional cost to the District.

The condition of the entire pipe run shall be documented by moving the camera through the pipe in either direction. At each joint, the camera shall stop and pan the entire circumference of the joint. The camera tilt and pan speed while surveying joints shall allow for detailed evaluation of each joint's conditions to include outlets into junction boxes or other connective structures. Between joints, the camera shall move at a nominal speed of 10 feet per minute and in no case exceed 30 feet per minute. When traveling through or terminating inspection at a connective structure, the entire visible structure shall be inspected to include the invert/floor, crown/ceiling, joints, knockouts, and sidewalls. Manual winches, power winches, television cable and power rewinds or other devices shall not obstruct the camera view or interfere with proper documentation of the pipe condition.

The technician operating the camera shall be experienced and qualified in conducting video pipe inspections. The technician shall have the capability of controlling the movement of the television camera, adjusting the brightness of the built-in lighting system, and focusing the television camera by remote control. The importance of accurate distance measurements is emphasized. A distance meter and location indicator shall appear on the monitor and video indicating the exact location of the camera in the pipe between two structures.

The video scanned by the television camera shall be transmitted to a color monitor of not less than 12 in., measured diagonally across the screen.

All video pipe inspections shall be performed utilizing the Pipeline Assessment Certification Ratings (PACP). For more information on the PACP program, see https://nassco.org/content/pipeline-assessment-pacp.

Property owners must be notified if access to private property is required. CCTV Contractor/Supplier must provide no less than 72-hour notification to residents prior to entering onto private property.

- 00 – 10% Debris = Light cleaning
- 11 - 29% Debris = Medium Cleaning
- 30% and beyond Debris = Heavy Cleaning

TRAFFIC CONTROL

Traffic control, if required, will be the responsibility of the CCTV Contractor/Supplier.

The Contractor/Supplier shall conduct all work in such a manner as to minimize the disruption of traffic flow. The Contractor/Supplier shall not obstruct or restrict any portion of the roadway until traffic controls have been set up per the District Standards.

At least one travel lane in each direction shall be open to traffic at all times unless otherwise approved by the District authorized representative. No intersecting street shall be closed at any time without the prior approval of the District authorized representative. Traffic stoppages shall be limited to time periods approved by the District authorized representative.

Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, businesses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor/Supplier shall remove all equipment and other obstructions from the portion of the roadway and open it for use by public traffic.

District review as provided herein is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. In no event shall such review be deemed to instill in the County a right to control or oversee the administration and management of the work by contractors, employees, representatives, or agents.

By reason of such review, Contractor/Supplier shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards and (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this solicitation.

No lane or sidewalk closures will be authorized without prior approval from the District.

Contractor/Supplier shall submit a written schedule of planned closures for the next five (5) day period or as indicated by the District authorized representative. The Closure Schedule shall allow the locations and times when the proposed closures are to be in effect. No lane closures will be allowed unless the Contractor/Supplier has obtained confirmation of their written lane closure schedule from the District.

Contractor/Supplier shall maintain signs and barricades at all times including overnight and on weekends for the complete duration of the project. It shall be the responsibility of the Contractor/Supplier to make sure that the signs remain posted until no longer required and are protected from vandalism or removal. All open drainage structures shall be adequately covered, barricaded, and delineated against entry by pedestrians, bicyclists, animals, or motorized vehicles at all times.

The locations of the traffic control devices may need to be adjusted for site specific conditions. The Contractor/Supplier shall confirm final locations and operations with the Engineer.

CLEANING

Pipes shall be cleaned as required prior to video inspection to provide unobstructed access for the television camera. If inadequate pipe cleaning results in the video inspection are deemed inadequate by the District, the Contractor/Supplier shall re-clean the pipe and redo the video inspection at no additional cost to the District. In the instance that the evident poor condition of a pipe prevents adequate cleaning or risks incurring damages from cleaning, the District shall not require the pipe to be re-cleaned and inspected at no additional cost to the District. The District shall be the sole judge as to the adequacy of the video inspections performed.

The Contractor/Supplier shall provide equipment that is specifically designed and constructed for sewer cleaning Solids and debris resulting from the cleaning operation shall be collected and removed from the downstream manhole and disposed of at a site selected by the Contractor/Supplier and in compliance with local rules and regulations. Under no circumstances shall solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

The Contractor/Supplier is required to submit documentation of the work that is performed, and the type of debris removed, as well as landfill permits and disposal documentation.

The Contractor/Supplier shall use the manufacturer's recommended size tools for the various size pipes. Equipment recommended by the manufacturer to protect the manhole and pipe, such as pull-in slant jack rollers and roller and yoke assembly, roller manhole jacks, etc. shall be utilized.

The Contractor/Supplier shall have a CCTV camera in the sewer or stormwater system during all cleaning operations to include Lateral Cut and Deposit Cut. The camera shall be used for the Contractor/Supplier's verification that the cleaning equipment is not damaging the sewer or stormwater system.

DAMAGE
Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, driveways, and gutters damaged as a result of the Contractor/Supplier's operation shall be repaired timely to the satisfaction of the District's Engineer at the Contractor/Supplier's expense.

NOTIFICATION
If observed defects are believed to be such that further cleaning operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor/Supplier must provide written communication to the District's designee of the observed condition(s) and reason to believe that continued cleaning operations may cause substantial damage. The District will then direct the Contractor/Supplier as to what services, precautions, etc., the District will require of the Contractor/Supplier. If the contract documents do not address this potential, then the District and Contractor/Supplier will negotiate in good faith the conditions under which the work is to continue or cease to continue.

This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse cleaning areas that were previously documented in these documents or by prior written communication with the District.

DOCUMENTATION Television Inspection Logs:
A hardcopy or digital copy of typed reports shall be submitted to the District for each location clearly showing the relation of the video meter at each problem point observed during the inspection and noting important features encountered during the inspection. In addition, other points of significance such as locations of junction boxes, manholes, open joints, areas of settlement, misaligned pipe, unplugged lift holes, and other unusual conditions such as a change of pipe size or type within a run, roots, laterals, broken or spalled pipe, presence of scale or corrosion, and other discernible features shall be recorded and a copy of such records shall be supplied to the District. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, deposits, etc.

All pipe inspection reports shall be submitted in the standard format generated by CUES Inc. GraniteNet software or equivalent format as approved by DPM. This provides a summary graph of the inspected pipe along with the distress noted at the appropriate location along the pipe as well as a list of the type of distress observed and their severity.

The Contractor/Supplier shall supply a visual and audio recording of the drainage system that may be replayed in digital format (DVD, Flash drive, etc.). A minimum of one recording for each location shall be submitted to the District. Separate locations shall not be combined on media type utilized.

METHOD OF MEASUREMENT
The quantity of pipe video inspection will be measured by linear feet as indicated on the video monitor.

The quantity of pipe cleaned will be measured by linear feet as indicated on the video monitor.

MATERIAL REMOVAL AND DISPOSAL
All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole or inlet of the section being cleaned. When hydraulic cleaning equipment is used, a suitable dam or weir shall be placed in the downstream

manhole to trap all such materials. Passing material from pipeline section to pipeline section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

Under no circumstances shall sludge or other debris that is removed during these operations be dumped or spilled into streets, ditches, storm drains, or other sanitary sewers. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor/Supplier in accordance with the approved Disposal Plan at the Contractor/Supplier's cost. Whenever possible, DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed. If requested by the District, copies of records of all disposals shall be furnished to the District, indicating disposal site, date, amount, and a brief description of material disposed. All materials shall be removed from the site no less often than the end of each workday. Under no circumstances will the Contractor/Supplier be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the District.

The Contractor/Supplier is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.

The Contractor/Supplier shall keep the haul route and work area(s) neat and clean and reasonably free of odor and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this solicitation and in accord with applicable law and regulations. The Contractor/Supplier shall immediately clean up any such spill, or waste. If the Contractor/Supplier fails to clean up such spill, or waste immediately, the District shall have the right to clean up or arrange for its cleanup and shall charge to the Contractor/Supplier all costs, including administrative costs and overhead incurred by the District in connection with such cleanup. The District shall also charge to the Contractor/Supplier any costs incurred or penalties imposed on the District as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority.

The general requirements for vehicles hauling such waste material are as follows. Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved.

General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they are cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic speed regulations.

RESPONSE TIME

Schedule for routine maintenance shall be coordinated with DPM.

All regular maintenance shall be performed during the hours of 7:00 A.M. to 7:00 P.M., Sunday through Saturday, unless otherwise authorized by DPM.

Work may be performed at hours other than normal business hours at the direction and discretion of DPM Representative. Arrangements must be approved in advance.

The Contractor/Supplier shall stand ready and be available to perform overtime work when requested to do so by the owner.

The Contractor/Supplier understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with DPM.

If DPM requests an Emergency Mobilization and provides a verbal scope to the Contractor/Supplier, the Contractor/Supplier shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor/Supplier must submit an estimate to DPM within 24 hours of the day of emergency mobilization.

Contractor/Supplier shall provide a contact person to ensure twenty-four hours response.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

The Contractor/Supplier shall provide first-priority services to District Property Management (DPM) in the event of a hurricane, flood, or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood, or other unforeseeable

circumstances that DPM shall require a "first priority" basis for goods and services. It is vital and imperative that the citizens are protected from any emergency which threatens public safety and health, as determined by DPM. Contractor/Supplier agrees to rent/sell/lease all goods and services to DPM, as opposed to a private citizen or corporation, on a priority basis. DPM expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency, or hurricane. Contractor/Supplier shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

OPERATIONS AND COMMUNICATIONS

GENERAL SPECIFICATIONS
All areas are to be kept safe for workers and residents.

Supplier 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 clearlyidentifiable as belonging to the Supplier.

Any District property damaged at work site by Supplier shall be repaired to District Standards. Supplier is responsible for all repairs of damage.

WORK HOURS NOT APPLICABLE – SEE SCOPE
All regular maintenance shall be performed during normal working hours (7:00 A.M. to 7:00 P.M., Monday through Friday) unless otherwise authorized by DPM. All services shall be scheduled with District designated personnel. Supplier must provide after-hours contact information to the District.

SECURITY/ACCESS IF APPLICABLE
Any areas, to which Supplier is provided access by means of a key, shall be opened for the purpose of this service only. Immediately upon completion of service the area shall be secured. Areas shall be accessed by Supplier personnel only.

Discovery by the District personnel of wrongful use, such as sleeping, non-contract item storage, smoking, etc., will be referred to the Supplier for immediate appropriate action.

It is the responsibility of the Supplier to establish procedures that eliminates unauthorized use by Supplier employees of District property.

The Supplier will not allow the use of tobacco products by any employees in any of the District owned properties.

The Supplier will not allow the consumption of food or drink in any areas other than those locations provided by District designated personnel, (i.e., Supplier's office, equipment storage areas, etc).

SUPERVISION
This work will be coordinated with and overseen by a District Representative. However, this provision in no way excuses the Contractor/Supplier or relieves in any other way the provision of staffing, labor, equipment, supervision, or execution of the work required by the Contractor/Supplier under the contract.

The Contractor/Supplier shall be or appoint a single point-of-contact for all issues regarding the performance of the agreement. This representative shall be accessible and available to the District Representative at all times

PROOF OF PROPER LICENSE AND INSURANCE
The District has the right to request proof of current and proper licensing and insurance certification at any time during the term of the contract. Failure to provide proper documentation may lead to the suspension of the contract until such time that the proper documentation can be provided. The District has the right to continue to have the contract work completed by another Contractor/Supplier during this time and all costs incurred by the District shall be deducted from monies due to the Contractor/Supplier.

WORKFORCE
It is desired that the Contractor/Supplier's 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.

The District reserves the right to approve dress codes for the Contractor/Supplier's employees. It is required that the Contractor/Supplier's employees be dressed in a uniform fashion with the company identification. A neat, clean, well-groomed appearance should be maintained as much as possible. All Contractor/Supplier and sub-contractor personnel shall wear personal protective equipment in the performance of their duties to include, but not limited to safety vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing. Vehicles as well shall be easily identified.

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

PARKING
Contractor/Suppliers' vehicles and trailers shall be parked where they do not impede traffic or visibility. Supplier vehicles shall be parked in a specific area that has been designated by District designated personnel.

MOT REQUIREMENTS
Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification, and used when personnel and equipment will be conducting work in or around traffic or pedestrians. Contractor/Supplier shall have basic and intermediate level FDOT MOT Certified staff on each crew. Contractor/Supplier shall be solely responsible for initiating, maintaining and supervising safety precautions and Maintenance of Traffic (MOT) in accordance with all safety Laws and Regulations for the safety of persons or property in the performance of their work. The Subcontractors shall also conform to the aforementioned requirements. It is the responsibility of the general contractor to enforce the safety requirements. Proper signage is to be posted and clearly visible for the safety of workers and residents. MOT shall be provided as part of the Bid Documents.

SAFETY AND PROTECTION
The Contractor/Supplier shall be solely responsible for initiating, maintaining, and supervising safety precautions at all times while on District Property and in accordance with all Local and State Safety Laws and Regulations for the safety of persons or property in the performance of their work. The subcontractors (if any) shall also conform to the aforementioned requirements. It is the responsibility of the Contractor/Supplier to enforce all safety requirements.

Contractor/Supplier shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents, maintaining and supervising of safety precautions and safety programs. The Contractor/Supplier shall provide the District with phone numbers, pager numbers, etc. and names of persons to be contacted for safety or repair services outside of the normal District-approved work hours (7:00 A.M. to 7:00 P.M., Sunday through Saturday).

The District shall designate access to the site and the staging area for the project. Designated staging area shall be confined to the work area, as applicable. The staging site shall be used for parking of equipment, contractor parking and debris containers. The staging site must conform to the same standards as the safety requirements listed above. Contractor/Supplier shall confine construction equipment, and the operations of workers to the site and other areas permitted by the District and shall not unreasonably encumber the site and other areas with construction equipment or other materials, or other use of existing roads adjacent to the building, which will restrict their use, shall be coordinated with District designated personnel.

Contractor/Supplier shall refer to OSHA general industry standards regarding safety operations.

Contractor/Supplier is responsible for appropriate construction signage to indicate safety hazards and used at all times in any area necessary for the safety of workers, residents, visitors and others. The identifying notification shall remain in place until the services are complete. Contractor/Supplier is responsible for signage removal and disposal.

Contractor/Supplier will be responsible for the safe unloading of all material onto the District's site. Contractor/Supplier will not be permitted to use any products that are not first approved by the District.

PERSONAL PROTECTION
All Contractor/Suppliers and Sub-Contractors personnel shall wear appropriate personal protective equipment in the performance of their duties to include vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing.

SITE CLEANLINESS AND CONDITION
As much as possible, all areas shall be kept free of litter and/or construction debris. It is expected that the Contractor/Supplier and workers are to be aware of site conditions and keep a neat and clean appearance at all times. All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner.

Contractor/Supplier will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and, at the completion of each day of work, will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for acceptance by the District.

Contractor/Supplier is responsible for removal of all debris from project site.

The Contractor/Supplier shall provide debris containers for the storage and disposal of any material, which shall be located in the approved staging area. Debris being placed into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor/Supplier's responsibility to supply or maintain such containers/bags. The use of District debris containers (garbage cans and dumpster) for any refuse disposal by the Contractor/Supplier is strictly prohibited unless the District has granted authorization of such use.

All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or District or residential property that is damaged while work area is under construction shall be repaired or re-installed by the Contractor/Supplier before leaving said work areas after completion of work.

MATERIALS
Contractor/Supplier shall be responsible for all labor, materials and equipment necessary for the proper maintenance and repair of District property described herein. All supplies and materials shall be inclusive in the contract price as requested.

Any labor, services, materials, or equipment that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District.

SCHEDULE OF VALUES NOT APPLICABLE
Use AIA Document Forms G702 & G703. Required with Bid Documents.

INSPECTION AND ACCEPTANCE
Inspection and acceptance of product and workmanship shall be accomplished by the District's designated personnel. The District will perform inspections and document any conditions resulting from deviations performed by the Contractor/Supplier under the agreement. Any discrepancies shall be corrected immediately.

Non-Performance of Services; in the event of non-performance of services by the Contractor/Supplier, the District's designated personnel shall have the right to exercise one of the following options:

Upon being notified of existence of a deficiency, the Contractor/Supplier shall make the needed corrections within seventy-two (72) hours of notification.

If the Contractor/Supplier is unable to make the necessary corrections within the specified time, the Contractor/Supplier must notify the District's designated personnel of non-compliance. The District's designated personnel will then provide the Contractor/Supplier with disposition instructions.

The District may elect to procure the services of other Contractor/Suppliers on an as needed basis during the term of the agreement to address unforeseen items that may arise during the course of the maintenance period at the District's sole discretion.

The Contractor/Supplier shall try to complete all work during the service call so as to prevent follow-up work. Call-back to correct recent work shall not be charged to the District if, in the sole determination of the District, such call back is a result of improper repairs or installation of substandard parts.

PERFORMANCE
Contractor/Supplier satisfactory performance of work included in this agreement is based on best construction practices, maintenance, repair, and specifications herein. The Contractor/Supplier's performance will be evaluated and corrective actions (if any) will be taken to correct specification standards.

ADDITIONAL WORK
From time to time additional work may be requested of the Contractor/Supplier by District designated personnel. 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 may become necessary that additional areas are 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 Contractor/Suppliers may be engaged for the change. Any changes shall be in writing to be legally binding to both parties. No payment shall be made for invoices that do not have written authorization so it is documented.

WORK STANDARDS
Contractor/Supplier shall perform all work using the latest industry best practices and standards as applicable to this work.

PART 5
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

Number of years as a Contractor/Supplier in this type of work: _____

Name of Contact Person:_____ Title:_____

E-Mail Address:_____

Mailing Address:_____

Street Address (if different):_____

City, State, Zip: _____

Telephone: Fax:

If applicable, Previous Business Names of Firm, Entity or Organization in the last 7-10 years:

_____ EIN _____

_____ EIN _____

_____ EIN _____

Organizational Structure – Please Check One:

Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐

If Corporation:
Date of Incorporation:_____ State of Incorporation:_____

States Registered in as Foreign Corporation: _____

Does your firm accept MasterCard® for payment? Yes ☐ No ☐

Authorized Signature:

Print Name: _____ Title: _____

Signature: _____

Phone: _____ **Email:** _____

This document must be completed and returned with your Submittal.

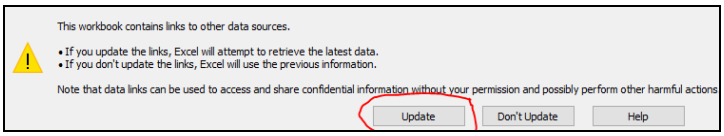
SAMPLE

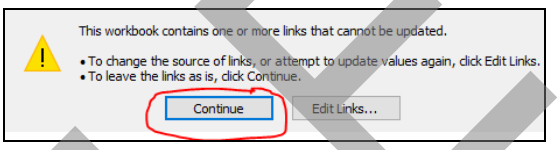
EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

(ALL PROPOSAL FORMS ARE AVAILABLE IN EXCEL FORMAT ON DEMANDSTAR & THE DISTRICT WEBSITE)

Instructions to Proposers for Excel Proposal Form Completion

1) Open Excel Document and *if prompted choose "Update" and "Continue" (see below)





2) Open Excel documents. There is 1 (one) Excel Proposal Form that must be completed for the following below:
   - Supplier Input Form
3) Enter your pricing for each of the items in the Price column (yellow)
4) Save and Print Proposal Form from Excel tab.
6) Sign Proposal Form signature page in blue ink.
7) Suppliers MUST submit pricing for all proposal forms.
8) Scan and upload Pricing Form with your submittal.

*Pricing form(s) must be **fully completed** and submitted with each Proposer's submittal packet

***** Notice to Suppliers: only enter pricing in the yellow boxes. All yellow columns/row <u>must</u> include a unit price. If any yellow box is left blank, your proposal packet <u>may be</u> rejected as incomplete. *****

If you have any issues completing the proposal forms, please call the Purchasing Department immediately.
****Errors or omissions by either party, may result in the cancellation of the solicitation****

SAMPLE

EXCEL PROPOSAL FORMS
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

RFP #24P-007 Storm Pipe Inspections, Cleaning and Repairs				
DIVING, PLUGGING, AND DEWATERING				
ITEM #	ITEM DESRIPTION	SIZE	UNIT	PRICE
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	$0.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	$0.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	$0.00
4	Plug Rental	15 INCH	WK	$0.00
5	Plug Rental	18 INCH	WK	$0.00
6	Plug Rental	24 INCH	WK	$0.00
7	Plug Rental	30 INCH	WK	$0.00
8	Plug Rental	36 INCH	WK	$0.00
9	Plug Rental	42 INCH	WK	$0.00
10	Plug Rental	48 INCH	WK	$0.00
11	Plug Rental	54 INCH	WK	$0.00
12	Plug Rental	60 INCH	WK	$0.00
13	Plug Rental	66 INCH	WK	$0.00
14	Plug Rental	72 INCH	WK	$0.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	$0.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	$0.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	$0.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	$0.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	$0.00
20	Easement Access for Plug Set, Removal	N/A	EA	$0.00
21	Underwater Dredging for Plug Set	N/A	HR	$0.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	$0.00
23	Dewatering	00 - 24 INCH	LF	$0.00
24	Dewatering	30 - 36 INCH	LF	$0.00
25	Dewatering	42 - 48 INCH	LF	$0.00
26	Dewatering	54 - 60 INCH	LF	$0.00
27	Easement Access for Pump Set Up and Delivery	N/A	EA	$0.00
STORM CLEANING AND INSPECTION SERVICES				
28	Light cleaning, storm	00 - 24 INCH	LF	$0.00
29	Light cleaning, storm	30 - 36 INCH	LF	$0.00
30	Light cleaning, storm	42 - 48 INCH	LF	$0.00
31	Light cleaning, storm	54 - 60 INCH	LF	$0.00
32	Light cleaning, storm	66 - 72 INCH	LF	$0.00
33	Medium cleaning, storm	00 - 24 INCH	LF	$0.00
34	Medium cleaning, storm	30 - 36 INCH	LF	$0.00
35	Medium cleaning, storm	42 - 48 INCH	LF	$0.00
36	Medium cleaning, storm	54 - 60 INCH	LF	$0.00
37	Medium cleaning, storm	66 - 72 INCH	LF	$0.00
38	Heavy cleaning, storm	00 - 24 INCH	LF	$0.00
39	Heavy cleaning, storm	30 - 36 INCH	LF	$0.00
40	Heavy cleaning, storm	42 - 48 INCH	LF	$0.00
41	Heavy cleaning, storm	54 - 60 INCH	LF	$0.00
42	Heavy cleaning, storm	66 - 72 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	$0.00
44	Structure Cleaning	N/A	EA	$0.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	$0.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	$0.00
47	CCTV Storm	00 - 30 INCH	LF	$0.00
48	CCTV Storm	36 - 60 INCH	LF	$0.00
49	CCTV Storm	66 - 72 INCH	LF	$0.00
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	$0.00
51	Structure Inspection	N/A	EA	$0.00
	PRESSURE GROUT MAINLINE			
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	$0.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	$0.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	$0.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	$0.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	$0.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	$0.00
	REPAIR BANDS			
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	$0.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	$0.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	$0.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	$0.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	$0.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	$0.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	$0.00
65	Internal Seal - Storm	18 INCH	EA	$0.00
66	Internal Seal - Storm	24 INCH	EA	$0.00
67	Internal Seal - Storm	30 INCH	EA	$0.00
68	Internal Seal - Storm	36 INCH	EA	$0.00
69	Internal Seal - Storm	42 INCH	EA	$0.00
70	Internal Seal - Storm	48 INCH	EA	$0.00
71	Internal Seal - Storm	54 INCH	EA	$0.00
72	Internal Seal - Storm	60 INCH	EA	$0.00
73	Internal Seal - Storm	66 INCH	EA	$0.00
74	Internal Seal - Storm	72 INCH	EA	$0.00
	CIPP SECTIONAL LINER			
75	Sectional Liner - Storm	15 INCH	LF	$0.00
76	Sectional Liner - Storm	18 INCH	LF	$0.00
77	Sectional Liner - Storm	24 INCH	LF	$0.00
78	Sectional Liner - Storm	30 INCH	LF	$0.00
79	Sectional Liner - Storm	36 INCH	LF	$0.00
80	Sectional Liner - Storm	42 INCH	LF	$0.00
81	Sectional Liner - Storm	48 INCH	LF	$0.00
	CIPP MANHOLE TO MANHOLE LINING			
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	$0.00
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	$0.00

SAMPLE

EXCEL PROPOSAL FORMS (Cont'd)
Storm Pipe Inspections, Cleaning & Repairs
RFP #24P-007

84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	$0.00
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	$0.00
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	$0.00
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	$0.00
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	$0.00
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	$0.00
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	$0.00
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	$0.00
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	$0.00
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	$0.00
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	$0.00
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	$0.00
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	$0.00
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	$0.00
98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	LF	$0.00
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	LF	$0.00
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	$0.00
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	$0.00
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	$0.00
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	$0.00
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	LF	$0.00
105	Concrete Spin cast - Storm	18 INCH	LF	$0.00
106	Concrete Spin cast - Storm	24 INCH	LF	$0.00
107	Concrete Spin cast - Storm	30 INCH	LF	$0.00
108	Concrete Spin cast - Storm	36 INCH	LF	$0.00
109	Concrete Spin cast - Storm	42 INCH	LF	$0.00
110	Concrete Spin cast - Storm	48 INCH	LF	$0.00
111	Concrete Spin cast - Storm	54 INCH	LF	$0.00
112	Concrete Spin cast - Storm	60 INCH	LF	$0.00
113	Concrete Spin cast - Storm	66 INCH	LF	$0.00
114	Concrete Spin cast - Storm	72 INCH	LF	$0.00
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	GAL	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	GAL	$0.00
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	DAY	$0.00
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	$0.00
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	EA	$0.00
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	EA	$0.00
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	$0.00
125	Weekly rental 4" intake hoes (50ft)	4 INCH	EA	$0.00
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	$0.00
127	Weekly rental 6" intake hoes (50ft)	6 INCH	EA	$0.00
128	Weekly rental Basket Screen	4 INCH	EA	$0.00
129	Weekly rental Basket Screen	6 INCH	EA	$0.00
130	Weekly rental 90 Degree elbow	4 INCH	EA	$0.00
131	Weekly rental 90 Degree elbow	6 INCH	EA	$0.00

SAMPLE

PROPOSER'S
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

CONTRACTOR/FIRM: _____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct these Storm Pipe Inspections, Cleaning & Repairs? Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

1. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

2. Proposer should supply a list of five (5) similar projects successfully completed or currently working on by the Proposer, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

SAMPLE

W-9

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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 for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

SAMPLE

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Note: Proposer must sign the appropriate statement below as applicable. The proposer shall not change any Subcontractors, Subconsultants or Suppliers without just cause and approval by the District.

( ) No Subcontractors, Subconsultants or Suppliers will be used in connection with the performance of this contract.

Firm: _____

Signature: _____

-OR-

( ) All Sub-contractors, Sub-consultants or Suppliers to be used in connection with performance of this contract are listed below. (This form may be duplicated and as necessary for additional Firms/Agencies)

Firm: _____

Signature: _____

SUB-CONTRACTORS, SUB-CONSULTANTS AND SUPPLIERS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Circle One: *sub-contractor sub-consultant supplier

***What is the estimated percentage of work that the Sub-Contractor will self-perform? _____%**

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

SUBCONTRACTORS
STATEMENT OF EXPERIENCE, EQUIPMENT AND PERSONNEL

Form ONLY required if your Subcontractor is self-performing 75% or more of the work proposal.

(Proposer may also provide any supplemental information as proof of experience and qualifications of Firm and/or personnel listed on this form)

SUBCONTRACTOR: _____

Federal Employer Identification Number (EIN): _____

State of Florida License Number (If Applicable):_____

1. How many total years' experience in Storm Pipe Inspections, Cleaning & Repairs? _____ years

   As Prime Contractor _____ years As Subcontractor _____ years

2. Does your Firm meet the qualifications/requirements to conduct Storm Pipe Inspections, Cleaning & Repairs Yes _____ No _____. If no, explain below.

   _____

   _____

3. List all officers and directors of your Firm. Attach additional sheets as needed.

   NAME POSITION/TITLE

   _____

   _____

   _____

   _____

4. Have you ever failed to complete any work awarded to you in the last 3 years?

   Yes _____ No _____. If yes, where and why?

   _____

   _____

5. Have you previously worked for The Villages or The District? Yes ___ No ___. If yes, list projects.

   _____

   _____

   _____

SAMPLE

SUBCONTRACTOR EXPERIENCE & REFERENCES

The determination of whether a Firm, Principal Individual or Sub-Contractor is responsible or not shall be at the sole discretion of the District. Although the District may request submission of a minimum number of requirements for evaluation, the District's determination of a Firm, Principal Individual or Sub-Contractor's responsibility shall not be solely based on the it's experience.

3. Describe any experience of the Principal Individuals (Foremen, Superintendents, etc.) who are responsible for the actual Storm Pipe Inspections, Cleaning & Repairs of your organization. Attach additional sheets as needed.

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
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

SAMPLE

4. Subcontractor should supply a list of five (5) similar projects successfully completed or currently working on by the Subcontractor, as a Prime or Subcontractor, within the last five (5) years. Failure to provide this information may be cause for rejection of the proposal. For the purpose of this RFP, a similar project is described as follows:

- Must have a minimum of five (5) years of experience with similar size agencies and scope.
- Must possess the following licenses/certification:
    - Florida State Underground License
    - All operators must be PACP (NASSCO Pipeline Assessment Training Certification) trained with current certifications
    - MOT Intermediate certified
    - In the instance that a manufacturer offers training certification for their product or equipment, current training certifications must be held in order to utilize said product and/or equipment

*The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the District will be emailing them. **(If at all possible, please do NOT use District Staff as a Reference)**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Project and Installation:		

SAMPLE

SUBCONTRACTOR EQUIPMENT & MATERIAL RESOURCES which will be used on job site

1. List equipment owned (types, number of, make, model, and year). *(Separate list is acceptable)*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____
   7. _____
   8. _____
   9. _____
   10. _____

2. List equipment expected to be purchased for this project. *(Separate list is acceptable).*

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____

SUBCONTRACTOR'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 _____, 2024

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

This document must be completed and returned with your Submittal

SAMPLE

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: _____

-OR-

( ) 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.

Name of Proposer's Firm:

This document must be completed and returned with your Submittal

SAMPLE

PROPOSER'S CERTIFICATION

Submit To: Villages Community Development Districts Purchasing Department 1071 Canal Street The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715	VILLAGES COMMUNITY DEVLEOPMENT DISTRICTS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: February 8, 2024	**DUE TIME: 3:00 pm**	**RFP #24P-007**

TITLE: Storm Pipe Inspections, Cleaning & Repairs

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify acknowledgement and the review of any addenda issued (if applicable, indicate all addenda DATES below)."

_____	_____	_____	_____	_____
Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5
_____	_____	_____	_____	_____
Addendum #6	Addendum #7	Addendum #8	Addendum #9	Addendum #10

*The District may reject as non-responsive, any or all submittals where Respondents fail to acknowledge receipt of Addenda as prescribed.

"I, the undersigned, declare that I have carefully examined the Solicitation, 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 agree to abide by all conditions of this Solicitation and certify that I am authorized to sign this Certification and that the response is in compliance with all requirements of the Solicitation, including but not limited to certification requirements, insurance requirements and E-Verify participation.

I understand that timely commencement will be considered in award of this Solicitation 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 Solicitation requirements.

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same material, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I further declare that I have not divulged, discussed, or compared this submittal with any other Respondent and have not colluded with any Respondents or parties to a Solicitation whatsoever for any fraudulent purpose. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District, Villages Public Safety Department Dependent District or any Village Community Development Districts 1-15, Respondent agrees that if this submittal 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 District renders final payment to the Awardee."

_____	_____	_____	_____
Authorized Supplier Name	Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

SAMPLE

SUPPLIER CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST

Respondent Supplier Name: _____

FEIN: _____

Authorized Representative's Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email:_____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District – A, Middleton Downtown Community Development District, Coleman Ridge Community Development, Eastport Community Development District Villages Public Safety Department Dependent District or any Village Community Development District 1-15 may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____, who is authorized to sign on behalf of Respondent

Print Name and Title: _____

Signature: _____ Date: _____

This document must be completed and returned with your Submittal

SAMPLE

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 employees for 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 workplace, any 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, or plea of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, 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 _____2024

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

SAMPLE

ANTI-COLLUSION STATEMENT

By signing, this form, the vendor agrees that this proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.

NAME OF FIRM:_____

[Sign in ink in the space provided below]

SIGNED BY:_____

TITLE:_____

ADDRESS:_____

CITY & STATE: _____

TELEPHONE: _____

No proposals will be withdrawn for a period of sixty (60) days subsequent to the opening of proposals, without the consent of the Purchasing Director.

NO PROPOSAL (Reason):

_____

_____

_____

_____

_____

This document must be completed and returned with your Submittal

SAMPLE

INSURANCE REQUIREMENTS

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements: Financial Rating of Insurance Companies - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than $1,000,000 each occurrence and a $2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain $1,000,000 each occurrence and $1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub- consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than $2,000,000 each occurrence and $2,000,000 aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $50,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk (when applicable) - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than $1,000,000 per claim/loss and $2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

This document must be completed and returned with your Submittal

Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

*Note: The individual Districts that shall be endorsed and listed as Additional Insureds on all policies are:
Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton A Community Development District, Coleman Ridge Community Development District Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District.
Development District.

All at the following street address:
984 Old Mill-Run Attention: Risk Management
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self- insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

The Contractor Agrees the COI shall:

I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.
II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.
III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.
V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Village Community Development Districts 1 – 15, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District

Mailing address:
984 Old Mill Run Attn: Risk Management Department
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

OTHER REQUIREMENTS

- W-9: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- Occupational License: If the county that your business resides in requires you to obtain an Occupational License, a copy of your current County Occupational License or Tax Receipt is required.
- Contact Information: Every Vendor should provide a Contact Name, Phone Number and Email Address for notification purposes.

ACKNOWLEDGED:

_____ _____
Signature Date

SAMPLE

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 vendor, 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 successful Supplier agrees to indemnify and hold harmless the Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District, Village Community Development Districts 1-15 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 blackout period which is the period between the Issue Date of the Solicitation and the end of the 72-hour period following the Districts posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, 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 Purchasing Staff. Violation of this provision may result in disqualification of the violating party. All questions regarding this RFP/ITB must be submitted in writing to the District Purchasing Staff.

ANTI TRUST LAWS: By submission of a signed RFP/ITB, the successful Supplier 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. Respondents 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/ITB, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Supplier as to the meaning of the RFP/ITB Documents. Any inquiry or request for interpretation received by the Purchasing Department in writing before the date and time indicated in the RFP/ITB as the last day/time for questions 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 Respondents prior to the established RFP/ITB opening date. Each Respondent shall acknowledge receipt of such addenda in the form provided. In case any Respondent fails to acknowledge receipt of such addenda or addendum, Respondent's offer will nevertheless be construed as though it had been received and acknowledged and the submission of Respondent's RFP/ITB submittal will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/ITB documents and each Respondent will be bound by such addenda, whether or not received or acknowledged at submittal. It is the responsibility of each Respondent to verify receipt of all addenda issued before RFP/ITB submittals are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/ITB are to be considered as approximate only and are to be used solely for the comparison of RFP/ITB received. The District and/or District Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Supplier 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 RFP/ITB 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 submitted by Respondent.

GOVERNING LAWS AND REGULATIONS: The Supplier 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: Suppliers are hereby notified that all information submitted as part of, or in support of RFP/ITB, will be available for public inspection ten days after opening of the RFP/ITB 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/ITB must make an appointment by calling the Purchasing Director at (352) 751-6700. Any RFP/ITB submitted in response to this solicitation becomes 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/ITB submittal, in its best interest.

TAXES: The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District Middleton Downtown Community Development District, Eastport Community Development District Villages Public Safety Department Dependent District and Village Community Development Districts 1-15 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request and/ or found on the District website at www.Districtgov.org

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

PROPOSER RESPONSIBILITY: Invitation by the Districts to Suppliers is based on the recipient's specific request and application to DemandStar at www.DemandStar.com, to the District website at www.Districtgov.org 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.

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

EXAMINATION OF BID DOCUMENTS: Each Respondent shall carefully examine the RFP/ITB documents 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 successful Respondent will in no way relieve him of the obligations and responsibilities assumed under the Contract.

SUPPLIER RESPONSIBILITY: Respondents are fully and completely responsible for the labeling, identification and delivery of their RFP/ITB submittals. District Staff 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 Respondents shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Supplier shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

The VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT, COLEMAN RIDGE COMMUNITY DEVELOPMENT DISTRICT, MIDDLETON A COMMUNITY DEVELOPMENT DISTRICT, WILDWOOD UTILITY DEPENDENT DISTRICT, MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT, EASTPORT COMMUNITY DEVELOPMENT DISTRICT, VILLAGES PUBLIC SAFETY DEPARTMENT DEPENDENT DISTRICT AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-15, 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 reserve the right to reject the submission of any Respondent 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/ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

PREPARATION OF PROPOSALS/BIDS:

SIGNATURE OF THE RESPONDENT: The Respondent must sign the RFP/ITB submittal forms in the spaces provided for signature. If the Respondent 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 Respondent 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 Respondent shall state in the RFP/ITB submittal forms the name and address of each person interested therein.

BASIS FOR RFP/ITB SUBMITTAL PRICING: The price proposed for each item shall be on a lump sum or unit price basis according to specifications in the RFP/ITB documents. 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/ITB submittal form. In the event that there is a discrepancy on the RFP/ITB submittal 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/ITB are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP/ITB identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING RESPONDENT: The contents of the RFP/ITB submittal of the successful Respondent will become contractual obligations if acquisition action ensues. Failure of the successful Respondent to accept these obligations in a contract may result in cancellation of the award and such Supplier may be removed from future participation.

INTENT TO AWARD: It is the Districts intent to select a Supplier within **sixty (60) calendar days** of the deadline for receipt of the RFP/ITB submittal. However, Proposals/Bids will be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/ITB submittal

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 award of a contract. All costs to prepare and submit a response to this RFP/ITB shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the District Representative (End Using Department) and Purchasing Department. The Supplier 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. All work will proceed in a timely manner without delays.

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

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):
By submitting a RFP/ITB, the successful Respondent acknowledges that other Public Agencies may seek to "Piggyback" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in their submittal, for the same prices and/or terms proposed. Successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggyback any contract, the Agency must first obtain the Suppliers's approval – without the Supplier's approval, the seeking Agency cannot Piggyback.

PLANS, FORMS & SPECIFICATIONS: RFP/ITB documents for this project are available free of charge to download on the District website at www.Districtgov.org Documents may also be accessed on DemandStar at www.DemandStar.com (Supplier must pay any DemandStar fees or any shipping). 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). Respondents are required to use the official RFP/ITB submittal 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 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.

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 Respondent may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/ITB specification for any item(s). If the RFP/ITB is based on equivalent products, indicate in your RFP/ITB submittal the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/ITB will not satisfy this provision. The Respondent shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. A RFP/ITB submittal which does not comply with these requirements is subject to rejection. A RFP/ITB submittal lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the RFP/ITB. The Purchasing Director 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 Director, or designated representative.

QUANTITIES: The quantities as specified in this RFP/ITB 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 Respondent's expense. Each sample shall be labeled with the Respondent's name, manufacturer brand name and number, RFP/ITB number and item reference. Samples of successful Respondent'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: Supplier 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 Date

This document must be completed and returned with your Submittal

SAMPLE

WILDLIFE HABITAT MANAGEMENT PLAN

Southeastern American Kestrel (ST, FWC)

This small rusty colored falcon normally nests in hollow or dead trees in abandoned wood pecker holes between 10 and 30 feet off the ground. Man made nest boxes offer suitable nesting sites as well. Nest boxes can be seen on many golf courses around the Villages. Any disturbance near the nest tree could result in egg breakage or loss of the young.

Wading Birds

All of the protected wading birds may be found in wetland areas or even feeding in pastures, grassy lawns and golf courses. Discarded fishing line and misuse of pesticides are severe hazards to theses species.

Southern Fox Squirrel

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

American Alligator (FT, USFWS)

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.

Bald Eagle

The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act (effective August 9, 2007). These acts prohibit the disturbance, harassment, harm, or take of eagles, their nest or eggs.

Wildlife Protection

The Villages serves as a prime example of a major private development that has worked closely with federal and state regulation 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. Thirteen protected species preserves have been constructed for this 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 plans.

To report protected species violations or an injured protected species please call:
BDA:
407-252-4466 (Jonathan McCurry)
407-252-7695 (Debbie Rivera)
352-799-9488 (Jeff Pardue)
407-252-1831 (Jeff Pardue)

The Villages

Protected Species and Environmental Compliance Information

Gopher Tortoise

Breedlove, Dennis & Associates, Inc.

Dzuro & Associates

Protected Species

American alligator
(*Alligator mississippiensis*)
Bald eagle
(*Haliaeetus leucocephalus*)
Eastern indigo snake
(*Drymarchon corais couperi*)
Florida burrowing owl
(*Athene cunicularia floridana*)
Florida pine snake
(*Pituophis melanoleucus mugitus*)
Florida sandhill crane
(*Grus canadensis pratensis*)
Florida scrub-jay
(*Aphelocoma coerulescens*)
Gopher tortoise
(*Gopherus polyphemus*)
Little blue heron
(*Egretta caerulea*)
Red-cockaded woodpecker
(*Picoides borealis*)
Southern fox squirrel
(*Sciurus niger niger*)
Short-tailed snake
(*Stilosoma extenuatum*)
Southeastern American kestrel
(*Falco sparverius paulus*)
Tricolored heron
(*Egretta tricolor*)
Whooping crane
(*Grus Americana*)
Wood stork
(*Mycteria americana*)

Gopher tortoise burrows and owl burrows are also protected.

Protection

The federal Endangered Species Act (ESA) 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 Fish and Wildlife Conservation Commission (FWC). All migratory birds are protected by the U.S. Migratory Bird Treaty Act. This includes virtually all native birds except European starlings (*Sturnus vulgaris*).

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 ESA 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 the Florida state Wildlife Code is punishable as a second degree misdemeanor with fines up to $500 and/or 60 day imprisonment for first offenses. additional penalties thereafter.

Florida Burrowing Owl (ST, FWC)

This small owl is often seen sitting by its 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 activates feeding in yards and golf course ruff.

Gopher Tortoise (ST, FWC)

A medium-sized turtle (to 10 in. = 254 mm) fully adapted for life on land. Upper shell brown and relatively flat above; lower shell yellowish, without hinge, and projecting forward, especially in male; skin brown to dark gray. Forelimbs greatly expanded for digging; hind limbs reduced, stumpy, lacking any form of webbing between toes. Lower shell of male somewhat concave. Young: scales of carapace often with yellow centers, skin yellowish to tan; approximately 2 in. (51 mm) shell length at hatching. Other protected species like the gopher frog, Florida pine snake, or the indigo snake may be found in tortoise burrows.

WILDLIFE HABITAT MANAGEMENT ACKNOWLEDGMENT FORM

"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."

SUPPLIER

Company _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

SAMPLE

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, 1071 Canal St., The Villages, FL 32162, Attn: Crystal Ford-Bellamy, Buyer.

We, the undersigned, have declined to submit a proposal on the "RFP #24P-007 Storm Pipe Inspections, Cleaning & Repairs

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to the Invitation to Solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our 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 owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

SAMPLE

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 Supplier)

THIS AGREEMENT is made this 1st day of April 2024, by and between the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on April 1st, 2024, whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **XXXXXXXX** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is **XXXXXXXX**.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspections, Cleaning & Services and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspections, Cleaning & Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspections, Cleaning & Services 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. <u>SERVICES BY CONTRACTOR</u>

1.1 SUPPLIER, 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 Storm Pipe Inspections, Cleaning & Services Request for Proposal (RFP) #24P-007, 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 SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.

1.3 The SUPPLIER 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 SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.

1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER 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.

1.5 All SUPPLIER 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 SUPPLIER shall be responsible for adhering to all federal, state and local 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 SUPPLIER.

1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER 's employees.

SAMPLE

1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to 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 SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, 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 SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.

2.2 Invoices shall be submitted via email to accountspayable@districtgov.org. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

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

4.1 Request for Proposals
4.2 Instructions, Terms, and Conditions
4.3 Proposal Forms
4.4 Wildlife Habitat Management Plan (if applicable)
4.5 Proposer's Certification
4.6 Insurance Requirements
4.7 General Terms and Conditions
4.8 Scrutinized Companies
4.9 Drug Free Workplace Certificate
4.10 Anti-Collusion Statement
4.11 Statement of Contractor's Experience, Equipment & Personnel
4.12 W-9
4.13 E-Verify Contractor/Subcontractor Affidavit

SAMPLE

4.14 Scope of Work / Specifications
4.15 Agreement for Services
4.16 Permits / Licenses
4.17 All Proposal Addenda Issued Prior to Proposal Opening Date
4.18 All Modifications and Change Orders Issued
4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be April 1, 2024 through September 30, 2026, with the option to renew for one (1) two (2) year period. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement**. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Shall not exceed 5%.

6. INSURANCE

6.1 **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 $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants 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.

6.2 **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 $1,000,000 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.

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

6.4 **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.

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

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

6.6.1 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.

6.6.2 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.

6.6.3 Subrogation of Waiver clause.

6.6.4 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.

6.6.5 The CONTRACTOR shall require of each its sub consultants 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 sub consultants and/or subcontractors in its policy as described above.

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

SAMPLE

7. WARRANTY

The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Pool & Spa Repair and Maintenance material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

8. SELF HELP BY DISTRICT

8.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER 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 SUPPLIER, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

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

8.3 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

8.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

8.5 SATISFACTORY PERFORMANCE

8.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER 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 DISTRICT in its discretion.

8.5.2 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 daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

8.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

SAMPLE

9. ASSIGNMENT

9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10. NOTICE OF SALE OR MERGER

10.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

11. BREACH OF CONTRACT

11.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future proposals and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12. OTHER MATTERS

12.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

12.2 SUPPLIER 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 SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.

12.3 The obligations of the SUPPLIERS 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.

12.4 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.

12.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and SUPPLIER 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.

12.6 SUPPLIER 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.

12.7 SUPPLIER 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 SUPPLIER 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.

12.8 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 SUPPLIER recognizes that any representations, statements, or negotiations made

SAMPLE

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.

12.9 It may become necessary that additional areas are 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 execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.

12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

12.11 Time is of the essence in the performance of this Contract. The SUPPLIER 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 SUPPLIER.

13. <u>SUPPLIER'S REPRESENTATIONS</u>

13.1 SUPPLIER makes the following representations:

13.2 SUPPLIER 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.

13.3 SUPPLIER 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 SUPPLIER has satisfied itself relative to the work to be performed.

13.4 SUPPLIER 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.

13.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

13.6 SUPPLIER declares that submission of a proposal for the work constitutes an incontrovertible representation that the SUPPLIER 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.

13.7 Equal Opportunity: SUPPLIER 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.

13.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent 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 SUPPLIER, 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 Respondent list.

13.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

SAMPLE

- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **XXXXXXXXXXXXXXXXXX** 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.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	**XXXXXXXXXXXXXXXXXXXXXXXX**
By:_____	By:_____
_____ Print Name	_____ Print Name
_____ Print Title	_____ Print Title
_____ Date	_____ Date
_____ Attest	_____ Attest

SAMPLE

E-VERIFY SUPPLIER AFFIDAVIT

Solicitation No. 24P-007

SUPPLIER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Supplier verifies its compliance with State of Florida Executive Order No. 11-116, stating affirmatively that the individual, firm, or corporation which is contracting with the Villages 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 all persons assigned by the Supplier to perform work pursuant to the Agreement with the District.

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 Agreement with the Villages Community Development Districts Board of Supervisors, Supplier will secure from such subcontractor(s) similar verification of compliance with State of Florida Executive Order No. 11-116 on the subcontractor Affidavit provided or a substantially similar form. Supplier further agrees to maintain records of such compliance and provide a copy of each such verification to the Villages 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 Supplier Date

_____
Title of Authorized Officer or Agent of Supplier

_____
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____day of _____2024

_____
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. 24P-007

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with State of Florida Executive Order No. 11-116 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 Villages 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 all persons assigned by the subcontractor to perform work pursuant to the Agreement with the District.

_____
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 _____2024

_____
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

PART 7
EXHIBITS

EXHIBIT A
Annual Estimated Quantities
(Diving, Plugging and Dewatering)

EXHIBIT A

ANNUAL ESTIMATED QUANTITIES

DIVING, PLUGGING, AND DEWATERING

ITEM #	ITEM DESRIPTION	SIZE	UNIT	QTY
1	Plug Set in Structure or Outfall	00 - 24 INCH	**EA**	10
2	Plug Set in Structure or Outfall	30 - 54 INCH	**EA**	30
3	Plug Set in Structure or Outfall	60 - 72 INCH	**EA**	5
4	Plug Rental	15 INCH	**WK**	5
5	Plug Rental	18 INCH	**WK**	5
6	Plug Rental	24 INCH	**WK**	5
7	Plug Rental	30 INCH	**WK**	10
8	Plug Rental	36 INCH	**WK**	10
9	Plug Rental	42 INCH	**WK**	10
10	Plug Rental	48 INCH	**WK**	10
11	Plug Rental	54 INCH	**WK**	10
12	Plug Rental	60 INCH	**WK**	3
13	Plug Rental	66 INCH	**WK**	3
14	Plug Rental	72 INCH	**WK**	3
15	Plug Removal in Structure or Outfall	00 - 24 INCH	**EA**	10
16	Plug Removal in Structure or Outfall	30 - 54 INCH	**EA**	30
17	Plug Removal in Structure or Outfall	60 - 72 INCH	**EA**	5
18	Certified Dive Team for Exploratory Dive	N/A	**HR**	20
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	**EA**	20
20	Easement Access for Plug Set, Removal	N/A	**EA**	15
21	Underwater Dredging for Plug Set	N/A	**HR**	50
22	Pump Delivery to Job Site and Set Up	N/A	**EA**	80
23	Dewatering	00 - 24 INCH	**LF**	2000
24	Dewatering	30 - 36 INCH	**LF**	2000
25	Dewatering	42 - 48 INCH	**LF**	1000
26	Dewatering	54 - 60 INCH	**LF**	1000
27	Easement Access for Pump Set Up and Delivery	N/A	**EA**	15

STORM CLEANING AND INSPECTION SERVICES

28	Light cleaning, storm	00 - 24 INCH	**LF**	1000
29	Light cleaning, storm	30 - 36 INCH	**LF**	1000
30	Light cleaning, storm	42 - 48 INCH	**LF**	650
31	Light cleaning, storm	54 - 60 INCH	**LF**	350
32	Light cleaning, storm	66 - 72 INCH	**LF**	250
33	Medium cleaning, storm	00 - 24 INCH	**LF**	3000
34	Medium cleaning, storm	30 - 36 INCH	**LF**	3000
35	Medium cleaning, storm	42 - 48 INCH	**LF**	2000
36	Medium cleaning, storm	54 - 60 INCH	**LF**	1500
37	Medium cleaning, storm	66 - 72 INCH	**LF**	400
38	Heavy cleaning, storm	00 - 24 INCH	**LF**	2000
39	Heavy cleaning, storm	30 - 36 INCH	**LF**	2000
40	Heavy cleaning, storm	42 - 48 INCH	**LF**	1500
41	Heavy cleaning, storm	54 - 60 INCH	**LF**	1000
42	Heavy cleaning, storm	66 - 72 INCH	**LF**	350
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	**LF**	

44	Structure Cleaning	N/A	**EA**	250
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	**EA**	40
46	Pump Station/Storm Lift Station Cleaning	N/A	**HR**	20
47	CCTV Storm	00 - 30 INCH	**LF**	12000
48	CCTV Storm	36 - 60 INCH	**LF**	8000
49	CCTV Storm	66 - 72 INCH	**LF**	1000
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	**LF**	250
51	Structure Inspection	N/A	**EA**	250
PRESSURE GROUT MAINLINE				
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	**EA**	10
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	**EA**	10
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	**EA**	10
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	**EA**	10
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	**EA**	10
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	**EA**	10
REPAIR BANDS				
58	Mechanical Repair Sleeve - Storm	15 INCH	**EA**	3
59	Mechanical Repair Sleeve - Storm	18 INCH	**EA**	3
60	Mechanical Repair Sleeve - Storm	24 INCH	**EA**	3
61	Mechanical Repair Sleeve - Storm	30 INCH	**EA**	3
62	Mechanical Repair Sleeve - Storm	36 INCH	**EA**	3
63	Mechanical Repair Sleeve - Storm	42 INCH	**EA**	3
64	Mechanical Repair Sleeve - Storm	48 INCH	**EA**	3
65	Internal Seal - Storm	18 INCH	**EA**	5
66	Internal Seal - Storm	24 INCH	**EA**	5
67	Internal Seal - Storm	30 INCH	**EA**	5
68	Internal Seal - Storm	36 INCH	**EA**	5
69	Internal Seal - Storm	42 INCH	**EA**	5
70	Internal Seal - Storm	48 INCH	**EA**	5
71	Internal Seal - Storm	54 INCH	**EA**	5
72	Internal Seal - Storm	60 INCH	**EA**	2
73	Internal Seal - Storm	66 INCH	**EA**	2
74	Internal Seal - Storm	72 INCH	**EA**	2
CIPP SECTIONAL LINER				
75	Sectional Liner - Storm	15 INCH	**LF**	5
76	Sectional Liner - Storm	18 INCH	**LF**	5
77	Sectional Liner - Storm	24 INCH	**LF**	5
78	Sectional Liner - Storm	30 INCH	**LF**	5
79	Sectional Liner - Storm	36 INCH	**LF**	5
80	Sectional Liner - Storm	42 INCH	**LF**	5
81	Sectional Liner - Storm	48 INCH	**LF**	5
CIPP MANHOLE TO MANHOLE LINING				
82	CIPP manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	**LF**	200
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	**LF**	50
84	CIPP manhole to Manhole Lining - Diameter: 9mm	18 INCH	**LF**	200
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	**LF**	50
86	CIPP manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	**LF**	200
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	**LF**	50

88	CIPP manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	**LF**	150
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	**LF**	35
90	CIPP manhole to Manhole Lining - Diameter: 15mm	36 INCH	**LF**	150
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	**LF**	35
92	CIPP manhole to Manhole Lining - Diameter: 19mm	42 INCH	**LF**	150
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	**LF**	35
94	CIPP manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	**LF**	100
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	**LF**	25
96	CIPP manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	**LF**	100
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	**LF**	25
98	CIPP manhole to Manhole Lining - Diameter: 28.5mm	60 INCH	**LF**	75
99	60" CIPP Thickness Variance: 1.5mm	60 INCH	**LF**	15
100	CIPP manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	**LF**	50
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	**LF**	15
102	CIPP manhole to Manhole Lining - Diameter: 33 mm	72 INCH	**LF**	25
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	**LF**	10
	CONCRETE SPINCASTING			
104	Concrete Spin cast - Storm	15 INCH	**LF**	100
105	Concrete Spin cast - Storm	18 INCH	**LF**	100
106	Concrete Spin cast - Storm	24 INCH	**LF**	100
107	Concrete Spin cast - Storm	30 INCH	**LF**	75
108	Concrete Spin cast - Storm	36 INCH	**LF**	75
109	Concrete Spin cast - Storm	42 INCH	**LF**	50
110	Concrete Spin cast - Storm	48 INCH	**LF**	50
111	Concrete Spin cast - Storm	54 INCH	**LF**	50
112	Concrete Spin cast - Storm	60 INCH	**LF**	25
113	Concrete Spin cast - Storm	66 INCH	**LF**	25
114	Concrete Spin cast - Storm	72 INCH	**LF**	25
	INJECTION GROUTING AND STRUCTURE REPAIR			
115	Drill Injection Hole for Soil Stabilization	N/A	**EA**	10
116	Set Up Charge for Soil Stabilzation	N/A	**EA**	5
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	**LB**	50
118	Storm Structure Sealing Set Up Fee	N/A	**EA**	20
119	Storm Structure Injection Grout for Sealing	N/A	**SY**	100
	MOT/TRAFFIC CONTROL			
120	MOT City or County ROW	N/A	**DAY**	1
	ADDITIONAL SERVICES			
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	**EA**	10
122	Weekly rental Quite Pack pump (with maintenance)*	4 INCH	**EA**	30
123	Weekly rental Quite Pack pump rental (with maintenance)*	6 INCH	**EA**	30
124	Weekly rental 4" discharge hose (100ft)	4 INCH	**EA**	6
125	Weekly rental 4" intake hoes (50ft)	4 INCH	**EA**	6
126	Weekly rental 6" discharge hose (100ft)	6 INCH	**EA**	6
127	Weekly rental 6" intake hoes (50ft)	6 INCH	**EA**	6
128	Weekly rental Basket Screen	4 INCH	**EA**	0
129	Weekly rental Basket Screen	6 INCH	**EA**	0
130	Weekly rental 90 Degree elbow	4 INCH	**EA**	0
131	Weekly rental 90 Degree elbow	6 INCH	**EA**	0

Addendum 1
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #1: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 22, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. What is the Engineer's Estimate/budget?
A1. The estimated budget for each District under contract is different based on the storm pipe types and quantities of that District. The overall approximate annual budget for the first year of this contract is: $1,045,000.

Q2. Will the District allow for a General Contractors License instead of Florida State Underground License?
A2. Yes, We will accept a General Contractors License as per FL Statute 489.105(b)

Q3. Will UVGRP liner be accepted as "an equal" for traditional felt pipe liner for project RFP #24P-007? I have attached our HK Solutions data sheets for UVGRP, thank in advance.
A3. No, the district will not accept UVGRP liners for this contract.

Q4. What is your annual budget for this project?
A4. Answered with question one.

Q5. Is there a bid bond due?
A5. There is no Bid bond required for submittal.

Q6. Does The Villages MS4 permit include approval to decant water from stormwater system cleaning and release potable water from pressure washing of pipes, catch basins, or manhole structures to the stormwater system that will be cleaned or CIPP lined under request for proposal# 24P-007? If not, does the associated pollution prevention/reduction plan, O&M plan, housekeeping plan, or other best management practices plan prepared for the MS4 permit allow for the decanting of water from stormwater system cleaning and the release of potable water from pressure washing to the stormwater system?
A6. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q7. Does The Villages have state or federal authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system? If such an approval does not exist, does The Villages plan to obtain authorization from the state or federal environmental agency for the work under request for proposal #24P-007? Will this authorization include approval for controls to be used at outfalls to catch and contain any cleaning water associated with stormwater cleaning that cannot be captured in the pipe system?
A7. No, the Villages District Property Management does not have a permit for Decant water. Any of the debris that is collected along with the water that is used during the cleaning is to be removed by the contractor as per EPA guidelines.

Q8. If an authorization to release decant water or potable water associated with stormwater system cleaning into the stormwater system is not present in The Villages MS4 permit or related plans, where should decant water be disposed?
A8. It will be the contractor's responsibility to find a suitable means of disposal for any of the debris that is collected along with the water that is used during the cleaning.

Q9. If captured potable or cleaning water is to be disposed into a sanitary system, does The Villages have a permit or formal approval to discharge into the sanitary system? If not, is the contractor responsible for obtaining approval from the sanitary sewer system owner\operator?
A9. It would be the contractor's responsibility to obtain approval.

Q10. Are bid tabulations from the previous contract for this work available to prospective bidders?
A10. There are no previous proposals as this work has never been solicited out for contract.

Q11. Items 115 – 121 have a N/A as a quantity – I want to confirm are we to bid those or are they excluded from the bid?
A11. The items should be priced, they should not be excluded from your pricing. We did not have estimated quantities for those items, but they should be included with your submitted pricing.

Q12. Does the District have previous detailed & itemized bid tabulations for any proposals, work orders for similar project scope?
A12. There are no previous bid tabulations or proposals for this work since this contract has never been solicited before.

Q13. What work orders has the district released in the past year that show quantities for complete project scope?
A13. Answered with question #12.

Q14. Is a Bid Bond Required for this project?
A14. See answer to question #5

Addendum 2
RFP #24P-007

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS
PURCHASING DEPARTMENT
1071 CANAL STREET
THE VILLAGES, FLORIDA 32162
PHONE: (352) 751-6700 * FAX: (352) 751-6715
E-mail: crystal.ford@districtgov.org

Addendum #2: RFP # 24P-007 Storm Pipe Inspections, Cleaning and Repairs.

January 26, 2024

A. Notice to Contractors: Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.
B. Additions, Deletions, and/or Clarifications: This addendum forms a part of the Contract Documents and modified the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

Vendor Question(s) and Answer(s):

Q1. Would The Villages allow UV cure as an approved lining method?
A1. The Villages does not want a fiberglass UV liner to be used.

For clarification, can you describe in detail <u>how the dewatering / pumping / discharge and disposal is performed currently</u>:
Q2. Do you have a SOP or in-house document or procedure that is for these purposes?
A2. The Villages District Property Management (DPM) does not have a SOP for dewatering. We have a complex system consisting of over 800 stormwater retention basins. The dewatering in most cases consists of isolating the pipes being inspected and pumping the water back into the same storm system beyond the area being inspected. For work needing to dewater a basin, we would isolate the basin with pipe plugs and manually pump the water into a different portion of the stormwater system, such as into a roadway inlet or adjacent basin. Whenever possible, we may have the ability to move the water into an adjacent basin with bleed valves through the existing gravity system. This complexity was considered when writing the contract, such as the "Additional Services" category including plug installations and pumps as a billable line item if dewatering services are necessary.

Q3. Where is the discharge hose placed for discharge?
A3. See A2.

Q4. What body of water or structure is the discharge, discharging into?
A4. See A2.

Q5. Is vac-truck-water, removed from the system transported off-site for discharge?
A5. It is the responsibility of the contractor to determine the most appropriate discharge location based on the BMPs of NPDES and the awareness of potential public concerns.

Q6. Where is vac-truck-water currently being discharged?
A6. See A5.

Q7. Are debris in the vac-truck disposed of on-site?
A7. See A5.

Q8. Where are the vac-truck debris currently being disposed of?
A8. Per the contract scope, "The District will not pay for illegal or improper disposal of debris/waste. Whenever possible DPM will provide a dumping site/location at no cost to the Contractor/Supplier. Contractor/Supplier will invoice DPM for reimbursement of fees. No mark-up shall be allowed." The only dumpsite location available from the District is located near CR 42 and offers only an extremely limited area.

Correction:

Line item 119 previously requested pricing per SF

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	LB	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	SY	$0.00

Revised: Line item 119 now requests pricing per gallon. Please use REVISED proposal forms that will be uploaded to both demandstar and the district website.

INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	$0.00
116	Set Up Charge for Soil Stabilzation	N/A	EA	$0.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	$0.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	$0.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	$0.00

Exhibit "C"
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$2,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state "**RFP #22-XX-XXX "INSERT TITLE HERE"**.

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Vortex Services, LLC
Company

Authorized Signature

Shawn Ready, Sr. RVP
Printed Name & Title

shawn.ready@vortexcompanies.com
Email

Lockton Companies
Insurance Agency

(see attached COI)
Signature of Proposer's Agent

3180 S. Falkenburg Rd.
Address

Riverview, FL 33578
City, State, Zip Code

713-750-9081
Telephone No.

Fax No.

Exhibit "D"
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Vortex Services, LLC, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Vortex Services, LLC
Company

Shawn Ready
Printed Name

Sr. Regional Vice President
Title

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged and sworn to before me by means of [✓] physical presence or [ ] online notarization of Shawn Ready, as Sr. Regional Vice President of Vortex Services, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 3rd day of December, 2024.

(stamp)

NOTARY PUBLIC

HOLLY BARMORE
Notary Public
State of Florida
Comm# HH563324
Expires 6/19/2028

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Approval of City Council Meeting Minutes

Introduction:
This is a request for Council to approve meeting minutes.

Discussion:
The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
City Council to approve minutes as transcribed.

Attachment(s):
1. 12.03.2024.City Council Regular Session Minutes.DRAFT
2. 12.23.2024.City Council Special Meeting Minutes.DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 12/30/2024

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
December 3, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order this regular session of City Council in the Mount Dora City Hall council chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and pledge of allegiance were led by Mayor Homich.

ROLL CALL

Members Present
James Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

None

PUBLIC COMMENT

Mayor Homich opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about a toy drive and canned goods drive at his marina.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER TO APPROVE THE AGENDA WITH CONSENT AGENDA ITEM 2 REQUEST APPROVAL OF REQUISITION 25-2975 WITH COMMERCIAL DESIGN SERVICES FOR THE PURCHASE OF FURNITURE FOR THE NEW PUBLIC WORKS BUILDING MOVED TO ACTION ITEMS, AND ADDING A DISCUSSION OF RANDOMIZED COUNCIL VOTING; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

APPROVAL OF CONSENT AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH CONSENT AGENDA ITEM TWO MOVED TO ACTION ITEMS; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

DRAFT

BOARD APPOINTMENTS

1. Mount Dora Community Trust (MDCT) - Distribution Committee Mayoral Appointment

MOTION BY VICE-MAYOR CATALDO TO NOMINATE MAYOR HOMICH TO SERVE ON THE MOUNT DORA COMMUNITY TRUST DISTRIBUTION COMMITTEE.

MOTION BY COUNCILMEMBER DAWSON TO NOMINATE COUNCILMEMBER ROLFSON TO SERVE ON THE MOUNT DORA COMMUNITY TRUST DISTRIBUTION COMMITTEE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 4-3 VOICE VOTE.

PRIORITY PROJECT UPDATES

1. Donnelly Street Boardwalk Replacement

Public Works Director George Marek provided an update on the project. A possible temporary solution will involve shuttle use. The cost of this service is still being researched. Topography and obstacles present challenges. Possibilities will be presented at the update at the December 17 City Council meeting. Councilmembers. The City is considering the necessity of the expense when evaluating implementation of an aesthetic treatment to temporarily beautify the area. Staff spoke with Council about the timeline of the project. Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

2. Odor Issues

City Utility Director Andrew Marsian reported that at the lift stations/collections stations, the monitoring equipment is working, and shows no emissions of hydrogen sulfate at those sites.

A fourth device has been placed at wastewater treatment plant 2 (WWTP2) to reduce any problematic emissions, and the equipment is proving to be effective. Mr. Marsian briefly defined and explained the function of headworks. He reported that further measures would be taken with equipment and measurement. The 4th quarter results of the Kimley-Horn study have not yet been compiled and released. The city will provide an update as soon as that information is available. The final Kimley-Horn Report will be completed and released after the 4th Quarter report. WWTP2 is still being monitored. Odor control is in use, and a fragranced additive is in use as an additional measure to assuage any unpleasant odors that may be present there. Mr. Marsian explained the consent order requires the city to determine the source of the odor. Mr. Marsian explained the City's plan if Kimley-Horn does not pinpoint the source of the odor.

Mayor Homich opened public comment.

Karen Muni, 20931 Oldenburg Loop, spoke of her worry about the odor in her neighborhood.

Mark Wright, 1710 Windsor Drive, Winter Park, developer applicant, asked about non-residential development projects. Mr. Sandersfeld explained the capacity thresholds are a separate issue.

Melissa McKrannels, 20816 Oldenburg Loop, spoke about gas travel patterns and protection of property values.

Taylor Jones, 1035 Unser Street, spoke about Council's personal experience with the odor issue.

Cynthia Breed, 5272 Red Coral Circle, expressed the opinion that certain areas are not well represented.

Rob Aly, 3046 Tocara Terrace, spoke of his experience as a new resident.

DRAFT

Denise Simmons, 30415 Gidran Terrace, spoke about her personal experience with the odor.

Mayor Homich closed public comment. He told those present this topic will be discussed at every City Council meeting until there is a resolution.

ACTION ITEMS

1. Request Approval of Meeting Dates

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PRESENTED 2025 MEETING DATES; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 VOICE VOTE.

2. Request Adoption of Resolution 2024-44, Disposal of Surplus Assets

Mr. Brackins read Resolution 2024-44 by title only.

RESOLUTION 2024-44

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE DISPOSAL OF SURPLUS ASSETS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Council and staff discussed the purpose of this item and agreed upon its benefit.

MOTION BY COUNCILMEMBER CRAIL TO ADOPT RESOLUTION 2024-44, DISPOSAL OF SURPLUS ASSETS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 VOICE VOTE.

3. Request Approval of Requisition 25-2975 with Commercial Design Services for the Purchase of Furniture for the New Public Works Building

****This item was originally Consent Agenda Item 2.***

Mayor Homich questioned the necessity of purchasing new furniture for the new facility. City staff explained that once Public Works staff moved to the new facility, the facility they currently occupy would then be used by Parks staff who would need the furniture currently being used in the present Public Works facility. The new furniture would be under warranty.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE REQUISITION 25-2975 WITH COMMERCIAL DESIGN SERVICES FOR THE PURCHASE OF FURNITURE FOR THE NEW PUBLIC WORKS BUILDING; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 VOICE VOTE.

PUBLIC HEARINGS-RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2024-45, Establishing Authorized Personnel Only Areas

Mr. Brackins read Resolution 2024-45 by title only.

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA ESTABLISHING POLICY

DRAFT

PERTAINING TO AUTHORIZED PERSONNEL ONLY AREAS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Director of Public Information and Economic Development Misty Sommer explained the purpose of the item. Adoption of the resolution establishes a security measure to restrict access to city facilities while also allowing staff, at their discretion, to admit non-staff to restricted areas. It is rare for a city not to have such a policy in place.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER BRYANT TO ADOPT RESOLUTION 2024-45, ESTABLISHING AUTHORIZED PERSONNEL ONLY AREAS; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES ***Bryant***
Rolfson
Dawson
Crail
Walker
Cataldo
Homich
NO ***None***

DISCUSSION ITEM

1. Randomized Voting

Councilmember Dawson explained to Council that randomized voting would be fairer than the current method of calling votes in the order of the member who made the motion, the member who seconded the motion, followed by the order of the district number, and finally the Vice-mayor and the Mayor. It was mentioned that the current method of calling votes also has positive aspects. Councilmember Dawson pointed out that the earlier voters, according to the current method, have less time to consider how they will vote. The City Clerk would bring randomized voting options to the December 17th City Council meeting.

Through a unanimous voice vote, Council agreed to discuss and decide upon this item at the next meeting.

CITY MANAGER'S REPORT

Mr. Sandersfeld invited Finance Director Rita Meade to announce to Council that the City received a letter from the Government Finance Officers Association recognizing the city for excellence in reporting for fiscal year 2023—2024.

Mr. Sandersfeld offered Council the opportunity to attend a ceremony for a student essay contest that the city sponsors each year. Council agreed Mr. Sandersfeld would attend.

City Utility Director Andrew Marsian spoke to Council about the recent communication to the City's customers requesting information about their water pipes. The communication is a response to a directive from the Environmental Protection Agency.

DRAFT

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about the Florida League of Cities legislative committees.

Councilmember Crail commended staff for the success of the City's holiday events.

Councilmember Walker suggested recognition of the former mayor at an upcoming Council meeting. Council agreed to have this take place.

Vice-mayor Cataldo also spoke about the success and the safety of the City's holiday events. He mentioned adding to a future agenda discussion about an economic advisory committee. The discussion would be placed on the December 17th agenda.

Councilmember Crail agreed the above step would be welcome, but suggested the movement be less involved than the Envision process that took place several years ago. Council discussed past approaches. Updating the strategic plan would be helpful to this process. The City would consider facilitation that may be provided by the Florida League of Cities.

Mayor Homich announced his withdrawal from legal representation of parties who are currently in litigation with the city.

Mayor Homich suggested a parking workshop and thanked staff for their help with the parking sign and their work on holiday events.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:27 p.m.

DRAFT

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
SPECIAL MEETING MINUTES
December 23, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order the December 23rd Special Meeting of the Mount Dora City Council in the City Hall council chamber.

ROLL CALL

Members Present
James Homich, Mayor
John Cataldo, Vice-mayor
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Members Not Present
Cal Rolfson, District 2

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
George Marek, Director of Public Works

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich.

ACTION ITEM

1. Request Approval of Task Authorization with Cathcart Construction Company-Florida, LLC for the Donnelly Street Asphalt Trail-Temporary Sidewalk

Mr. Sandersfeld described the area that will be affected by this item, and the timing for this project to begin and reach completion. The path will be 1,000 linear feet, starting at the building on the east side of Donnelly. Mr. Sandersfeld described the proposed location of the temporary path. The objective of this project is pedestrian safety. Staff recommends approval. The vendor has been made aware of the urgency of this project. Funding will be drawn from the sidewalk repair bank.

Council discussed the characteristics of a temporary sidewalk versus a permanent sidewalk. Council and staff discussed the line item listing of signs for this project. Staff would clarify the understanding of that item. They discussed sidewalk width and whether accessibility will be compliant with the Americans with Disabilities Act. Surface preparation and material re-use were discussed. Staff described the fencing and guardrails that will be part of this project. Council and staff discussed the possibility of a raised crosswalk to enhance safety. They discussed the lead-time necessary to receive the hardware for temporary speed humps.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE TASK AUTHORIZATION WITH CATHCART CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF A TEMPORARY SIDEWALK ON DONNELLY STREET; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

DRAFT

OTHER BUSINESS

Councilmember Crail asked for the status of the Kimley-Horn report. The city had not yet received the report.

Council and Mr. Brackins discussed voting in absentia. The topic would appear as a Discussion Item on an upcoming agenda.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Homich adjourned the meeting at approximately 6:37 p.m.

DRAFT

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of the Agreement Between Forvis Mazars, LLP and the City of Mount Dora for Annual Audit Services

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Introduction:
This is a request for City Council to Approve the Agreement Between the City of Mount Dora and Forvis Mazars, LLC for Annual Audit Services.

Discussion:
On January 17, 2023 City Council approved the Agreement between the City of Mount Dora and MSL, P.A. for annual Audit Services. On November 1, 2024, Forvis Mazars, LLP acquired certain assets of MSL, P.A. and a number of the MSL team members joined Forvis Mazars, LLP. Due to the acquisition, a new agreement between the City of Mount Dora and Forvis Mazars, LLP for audit services is needed. The fees of the original contract remain the same and the same audit team will be working with the City.

Budget Impact:
No impact as the audit services are already approved in the budget.

Strategic Impact:
Fiscal Resources

Recommendation:
City Council approve the agreement between the City of Mount Dora and Forvis Mazars, LLP for annual audit services.

Attachment(s):
1. Forvis Mazars Audit Agreement (final final)

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Rita Meade, Finance Director	Approved - 12/16/2024
	Matthew Dodson, Budget Officer	Approved - 12/16/2024
	City Attorney,	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY and the CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the "CITY", and FORVIS MAZARS, LLP, 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Annual Audit Services, pursuant to the CITY's Purchasing Policy and RFP #22-FN-009; and

WHEREAS, MSL, P.A. submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in RFP #22-FN-009; and

WHEREAS, the CITY awarded the contract for Annual Audit Services to MSL, P.A.; and

WHEREAS, on November 1, 2024, CONTRACTOR acquired certain assets of MSL, P.A. and a number of team members from MSL joined CONTACTOR, including the team members working on the CITY's Annual Audit Services; and

WHEREAS, any work performed by MSL, P.A. prior to November 1, 2024 remains the responsibility and obligation of MSL, P.A. and CONTRACTOR does not have any responsibility for worked performed prior to November 1, 2024; and

WHEREAS, since the team members from MSL, P.A. are now employed by CONTRACTOR, the CITY and CONTRACTOR desire enter into an agreement for Annual Audit Services on the same terms as previously entered into between CITY and MSL, P.A.; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on November 1, 2024, and may be extended when in the best interest of the CITY for two additional periods of one (1) year each.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. PROFESSIONAL STANDARDS.

The CONTRACTOR agrees to perform services identified in Exhibit "A" in accordance with the applicable professional standards of the American Institute of Certified Public Accountants.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and includes the CONTRACTOR rates for additional services if requested by the City, and a schedule of estimated hours to perform services under this Agreement. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may

fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

OR

b. Bodily Injury: $300,000 per person,

AND

Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY 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. List the "CITY OF MOUNT DORA" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any

of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal

Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, 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 this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent caused by negligent or intentional acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR 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 CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their

heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32756

CONTRACTOR: Forvis Mazars, LLP
255 S. Orange Avenue, Suite 600
Orlando, Florida 32801

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the

provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'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 this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity

employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit thebooks during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately

upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. HUMAN TRAFFICKING.

In compliance with Section 787.06(13), Florida Statutes, CONTRACTOR shall execute a Human Trafficking Affidavit attesting that CONTRACTOR and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

SECTION 36. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. WAIVER OF CERTAIN DAMAGES.

In no event shall CONTRACTOR be liable to CITY for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether CITY was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

SECTION 39. MAINTENANCE OF RECORDS.

CITY agrees to assume full responsibility for maintaining its original data and records and CONTRACTOR has no responsibility to maintain this information. CITY will not rely on CONTRACTOR to provide hosting, electronic security, or backup services, unless separately engaged to do so. CITY's access to data, records, and information from CONTRACTOR's servers can be terminated at any time and CITY will not rely on using this to host its data and records.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day of_____, 2025.

CITY OF MOUNT DORA

and

CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY

and

CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY

_____
JAMES HOMICH, Mayor/Chairperson

ATTEST:

_____
JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

_____
Patrick Brackins
City Attorney

CONTRACTOR

By: Wm. Blend

Print: William Blend

Title: Managing Director

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of William Blend, as Managing Director, of Forvis Mazars, LLP, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30 day of December, 2024.

(stamp)

LINA M. MEJIA
State of Florida - Notary Public
Commission # HH 072777
My Commission Expires January 9, 2025

NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

The Contractor shall express an opinion on whether the City's financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of any additional information, as applicable, when considered in relation to the financial statements taken as a whole.

The information below is related to specific requirement to ensure that Forvis Mazars' services are provided in accordance with professional standards for a government audit in the state of Florida in accordance with the rules of the Florida Auditor General's office.

Audit Scope and Objectives

Contractor will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the fiscal years ending September 30, 2024 - 2027. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as City management's discussion and analysis ("MD&A"), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, Contractor will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of City management regarding the methods of preparing the information and comparing the information for consistency with City management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. The Contractor will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. City Management's Discussion and Analysis
2. Pension Schedules
3. Other Postemployment Benefit Schedules

The Contractor shall also report on supplementary information other than RSI that accompanies the City's financial statements. The Contractor will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and the Contractor will provide an opinion on it in relation to the financial statements as a whole in a report combined with its auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable
2. Combining and Individual Fund Financial Statements and Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes the Contractor's opinion about whether the City's financial statements are fairly presented, in all material respects, in conformity with GAAP, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in

accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major federal program(s) and major state project(s) and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and major project in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), the Florida Single Audit Act, and Chapter 10.550, *Rules of the Auditor General*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

The Contractor will conduct its audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s) and major project(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures the Contractor considers necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards,* the Contractor will exercise professional judgment and maintain professional skepticism throughout the audit.

The Contractor will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by City management. The Contractor will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. The Contractor will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by City management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because the Contractor will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards.* In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, the Contractor will inform the appropriate level of City management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. The Contractor will also inform the appropriate level of City management of any violations of laws or governmental regulations that come to its attention, unless clearly inconsequential. The Contractor will include such matters in the reports required for a Single Audit. The Contractor's responsibility as the City's auditor is limited to the period covered by the audit and does not extend

to any later periods for which the Contractor was not engaged as the City's auditor.

The Contractor will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

The Contractor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The Contractor will also request written representations from the City's attorneys as part of the engagement and they may bill you for responding to this inquiry.

The Contractor identifies the following significant risk(s) of material misstatement as part of its audit planning:

1. Cash and investments
2. Accounts and contracts payable
3. Long-term liabilities including net pension and OPEB liabilities

Audit Procedures – Internal Controls

The Contractor will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for the Contractor's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that the Contractor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. The Contractor's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in its report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, the Contractor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that it considers relevant to preventing or detecting material noncompliance with the compliance requirements applicable to each major federal award program and major state project. However, the Contractor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, the Contractor will communicate to City management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Contractor will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and the Contractor will not express such an opinion in

its report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* requires that the Contractor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major program(s) and major project(s). The procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Project Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major program(s) and major project(s). For federal programs and state projects that are included in the Compliance Supplements, compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with the requirements applicable to each of its major program(s) and major state project(s) in the report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Other Services

The Contractor will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The Contractor will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. The Contractor, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming City responsibilities.

Responsibilities of the City for the Financial Statements and Single Audit

The audit will be conducted on the basis that the City acknowledges and understands that it is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that City management and financial information is reliable and properly reported. City Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The City is responsible for the selection and application of its accounting principles; for the preparation and fair presentation of its financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). The City's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). The City is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that the

Contractor may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom the City and Contractor determine are necessary to obtain audit evidence. At the conclusion of the audit, the Contractor will require certain written representations from the City about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; state financial assistance projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. In addition, the City is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.

The City is responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. The City shall include the Contractor's report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that the Contractor has reported on, the schedule of expenditures of federal awards and state financial assistance. The City also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes the report thereon. the City acknowledges that (1) it is responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) it believes the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

The City is also responsible for the preparation of the other supplementary information, which the Contractor has been engaged to report on, in conformity with GAAP. The City agrees to include the report on the supplementary information in any document that contains, and indicates that the Contractor has reported on, the supplementary information. The City also agrees to include the audited financial statements with any presentation of the supplementary information that includes the Contractor's report thereon. The City's acknowledges that (1) it is responsible for presentation of the supplementary information in accordance with GAAP; (2) it believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives. This responsibility includes relaying to the Contractor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. for the City shall provide its views on the current findings, conclusions, and recommendations, as well as planned corrective actions for the report, and for the timing and format for providing that information.

The Contractor is not required to read the information contained on City websites or to consider the consistency of other information on the website with the original document.

The City and the City's management shall to the best of their knowledge and belief be truthful, accurate, and complete in the representations made to the Contractor during the course of the audit and in the written representations provided to the Contractor at the completion of the audit.

Reporting

The Contractor will issue written reports upon completion of the Single Audit. The reports will be addressed to the City Council. Circumstances may arise in which the report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for the Contractor to modify its opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to the auditor's report, or if necessary, withdraw from this engagement. If the opinion is other than unmodified, the will discuss the reasons with the City in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, the Auditor may decline to express an opinion or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

Matters Not Included in Fee

In the event the Contractor is requested or authorized by the City or is required by government regulation, subpoena, or other legal process to produce our documents or personnel as witnesses with respect to our engagements for the City, the City will, so long as the Contractor is not a party to the proceeding in which the information is sought, reimburse the Contractor for professional time and expenses at the rates set forth in this Agreement.

Time Requirements

Proposed Audit Time Line: The below schedule is for the 2023-2024 audit and may change slightly as necessary. The dates listed will apply for subsequent contract years but may still change slightly each year. The Contractor shall schedule its audit work to perform a substantial portion prior to year-end.

Date	Action
September 30, 2024	Fiscal year end
January 2025	Interim work
January 2025	Books are closed and the general ledger is provided to the Contractor; field work begins
January 30, 2025	Field work complete
February 15, 2025	First draft of City financial statements provided to the City
February 20, 2025	Comments provided by City regarding draft of financial statements
February 25, 2025	Final financial statements provided to the City
March 12, 2025	Commence ACFR printing: conduct exit conference
April 17, 2025	Presentation of ACFR

*****These dates may be adjusted as deemed appropriate by City Manager and Contractor.**

Date Final Report is Due: The City's Finance Director oversees preparation of MD&A, and all required supplementary schedules and statistical data. These will be available to audit by February 15, 2025. The auditor shall provide all recommendations, revisions and suggestions for improvement to the City's Finance Director by February 25, 2025.

Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director within ten working days. It is anticipated that this process will be completed and the final report delivered by March 9, 2025. Subsequent year's reporting schedules will be determined by the City's Finance Director and Contractor preceding the engagement year.

The final report (in electronic format) and one (1) signed copy should be delivered to:

Finance Director
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

Exhibit "B"
Pricing Schedule

COMBINED
PROPOSAL PRICING FORM
CITY, CRA & NORTHEAST CRA

RFP #22-FN-009
"Annual Audit Services"

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose for the Annual Audit Services being requested. **Grand Total amount listed on this form will be utilized for the scoring of price**.

City Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	$78,000	$81,000	$84,000
Single Audit (if requested)	$3,750	$3,750	$3,750
Total (annual & single audits for all years combined)		$254,250	

CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	$5,000	$5,000	$5,000
Single Audit (if requested)	$0	$0	$0
Total (annual & single audits for all years combined)		$15,000	

Northeast CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	$5,000	$5,000	$5,000
Single Audit (if requested)	$0	$0	$0
Total (annual & single audits for all years combined)		$15,000	

City/CRA/Northeast CRA Audit(s) Combined:

	FY24	FY25	FY26
Total Each Year (All Audits Types Citywide)	$91,750	$94,750	$97,750
Total (annual & single audits for all years combined)		$284,250	

Grand Total (Written): Two Hundred Eighty Four Thousand Two Hundred Fifty

Level	Hourly Rate
Shareholder	$250
Manager	$185
Supervisory Staff	$125
Staff	$ 90
Milestone Professional Services, Inc.	$125

Out-of-Pocket Expenses
MSL understands that out-of-pocket travel expenses for our Firm personnel (e.g., travel, lodging and subsistence) to be reimbursed should be detailed. All expense reimbursements will be in accordance with the Federal General Services Administration rates.

Listed below are the proposed segmentation of hours by staff level for the audit of the City:

	Shareholders	Managers	Seniors	Staff	IT Specialists	Consultant	Total Hours
Planning	15	15	10	5	5	-	**50**
Internal Control/Compliance	10	25	45	40	15	-	**135**
Substantive Testing	10	40	80	120	10	-	**260**
Wrap-up and Reporting	30	35	40	20	-	-	**125**
Single Audit	5	15	20	-	-	-	**40**
NE CRA	5	10	15	15	-	-	**45**
CRA	5	10	15	15	-	-	**45**
ACFR Preparation	-	-	-	-	-	80	**80**
Total Hours	**80**	**150**	**225**	**215**	**30**	**80**	**780**

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request adoption of **Resolution No. 2025-01,** Federal RAISE Grant Application for the Wekiva Trail Extension

---

Introduction:
This is a request for City Council to adopt Resolution No. 2025-01, authorizing staff to collaborate with Lake County and the City of Tavares on submitting a Federal RAISE grant application for the Wekiva Trail Extension.

Discussion:
The U.S. Department of Transportation recently published a Notice of Funding Opportunity (Attachment #1) for $1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program.

As a result, Lake County in conjunction with the City of Mount Dora and the City of Tavares, will be submitting a $25M RAISE grant application for the Wekiva Trail Extension (Segments 1 and 5). Similar applications were submitted in 2020, 2021, and 2022 for this project under the same program, though they were not included among the final approved grant recipients.

As in prior funding cycles, RAISE grants will be awarded on a competitive basis to projects that demonstrate significant local or regional impact. The Wekiva Trail Extension is a strong contender, aligning with these objectives. The updated grant application, incorporating new information consistent with current requirements, is scheduled for submission in January 2025. Both the Trust for Public Land and Lake County have engaged federal lobbyists to assist in advancing this application through the process.

The Wekiva Trail is a planned multi-use recreational pathway designed to connect various communities and enhance regional connectivity. Segment 1 will extend from Sorrento through Mount Dora, and connect to Segement 5 in Tavares. The Wekiva Trail Extension project involves acquiring a railroad corridor owned by CSX Transportation, Inc. and leased to the Florida Central Railroad.Once completed, these segments will also connect to other trail segments in Lake, Seminole and Orange Counties and tie into the statewide Coast to Coast trail

network, the Lake Apopka Loop trail, the Green Mountain Scenic Byway, the River to Hills Trail and Lake Ridge Trail routes.

Budget Impact:

The consultant completing the grant application has provided a letter of engagement to Lake County with a not-to-exceed amount of $36,000. The City will contribute one-third of the cost for the grant application ($12,000), which is allocated in GL #001-1620-552.31-01, with the City of Tavares and Lake County contributing the other two-thirds of the cost.

Strategic Impact:

GOAL 1: Economic Development
Objective 1.2. Enhance mobility, connectivity, and expand trail network
1.2.2. Seek funding sources to pay for trail improvements and future maintenance/include partnerships to establish trailheads and associated amenities

GOAL 3: Fiscal Resources / Human Resources
Objective 3.1. Identify and seek funding sources
3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

Recommendation:

City Council adopt Resolution No. 2025-01.

Attachment(s):

1. 2025 RAISE Grant NOFO
2. 01.07.2025.Reso No. 2025-01 Federal RAISE Grant Application

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 11/27/2024
	Rita Meade, Finance Director	Approved - 12/5/2024
	City Attorney, City Attorney	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

FY 2025 Notice of Funding Opportunity

Rebuilding American Infrastructure with Sustainability and Equity Grant Program

Office of the Secretary

US Department of Transportation (DOT)

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A. BASIC INFORMATION

The Office of the Secretary (OST) announces the intention to hold two rounds of selections under the FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Notice of Funding Opportunity (NOFO).

- **Round 1** – The Department is reserving a portion of the $1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated FY 2024 Projects of Merit. FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.

- **Round 2** – The Department will make another round of selections using a portion of the $1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

The FY 2024 RAISE NOFO stated:

- Projects for which an FY 2024 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2025 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2025 applications eligible for advancement to the Highly Rated List.

The Department is reducing the burden on all previous applicants, who would otherwise have to revise and resubmit applications, by evaluating and selecting applications for funding using the same criteria as the FY 2024 RAISE NOFO originally published on November 30, 2023. Additionally, this process expedites selections making a portion of the funds available to project sponsors earlier.

Topic	Description
Announcement Type	This is the initial announcement for the FY 2025 round of this program
Funding Opportunity Title	FY 2025 National Infrastructure Investments
Funding Opportunity Number	DTOS59-25-RA-RAISE
Assistance Listing Number	20.933 National Infrastructure Investments
Prior Awards	• In FY 2024, the Department received 1048 eligible applications requesting nearly $13 billion • 148 projects were awarded a total of $1.8 billion • Awards were made to projects in all 50 states, the District of Columbia, Puerto Rico, American Samoa, Guam, and the Northern Mariana Islands • Awards ranged from $328,000 to $25 million
Maximum Award Size	• RAISE grant awards are capped at $25 million
Submission Requirements and Deadlines	**Round 1: FY 2024 Projects of Merit** • FY 2024 Projects of Merit must email RAISEgrants@dot.gov by 11:59 pm December 2, 2024 if they want their FY 2024 application considered for award under the reserved funding • No amendments are being made to either the selection criteria or process. No application modifications will be needed or accepted • Round 1 selections are expected to be announced by January 13, 2025 • FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.
	Round 2: All Applicants • All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. • Complete instructions on how to register and apply can be found at Grants.gov. If applicants experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Customer Support Hotline at 1-800-518-4726 or email support@grants.gov • Round 2 selections are expected to be announced no later than June 28, 2025.
Eligible Activities	Planning and/or constructing surface transportation infrastructure

Eligible Applicants	• States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible
Reconnecting Extra Designation	• Applications submitted for consideration under Round 2 of the FY 2025 RAISE competition, that have an identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Program (RCP) competition and received the designation of "Reconnecting Extra," will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion. • The Department expects projects that rated well under the FY 2024 RCP Program criteria will do well under the FY 2025 RAISE program criteria. • Applicants should note in the FY 2025 RAISE Project Information Form whether their FY 2025 RAISE application was also submitted under the FY 2024 RCP competition and received the "Reconnecting Extra" designation
Questions	Email RAISEgrants@dot.gov Due to the competitive nature of the program, during the application submittal phase, the Department is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.

1. ROUND 1

i. Reservation of Funds for FY 2024 RAISE Projects of Merit

Under this NOFO, the Department is making a portion of the $1.5 billion in FY 2025 RAISE BIL funding available to Highly Rated applications that were submitted but not selected under the FY 2024 RAISE NOFO. The Department will follow the criteria and process set forth in the FY 2024 RAISE NOFO for making selections to receive the reserved funding.

The Department will carryover all applications that advanced to the Highly Rated List but were not selected for funding. These projects were designated as FY 2024 Projects of Merit. For

purposes of this reservation of funds, the Department incorporates the FY 2024 RAISE NOFO by reference and will follow that NOFO criteria for all Round 1 selections.

Using the discretionary authority provided in statute, the Secretary will select projects from the FY 2024 Projects of Merit List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

If an applicant submitted an application for funding under the FY 2024 RAISE NOFO, advanced to the Highly Rated List, but was not selected and thus designated a Project of Merit, such applicant must notify the Department by emailing RAISEgrants@dot.gov by December 2, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding.

FY 2024 RAISE Projects of Merit seeking reconsideration of their unawarded application will not be permitted to modify, amend, or supplement applications. To maximize chances of obtaining an award, FY 2024 RAISE Project of Merit applications may request consideration under the reserved funds, and they may also submit applications for Round 2 of this NOFO. The FY 2024 Project of Merit application(s) will count against an entity's three-application limit.

2. ROUND 2

i. Funding for FY 2025 RAISE Applications

Under this NOFO, in addition to Round 1, the Department intends to make another round of selections using a portion of the $1.5 billion in BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. Round 2 selections are expected to be announced no later than June 28, 2025.

3. CHANGES FROM THE FY 2024 NOFO

This FY 2025 RAISE NOFO makes changes from the FY 2024 RAISE NOFO to:

- Outline the process to carry forward FY 2024 RAISE Projects of Merit applications for consideration under Round 1 of the FY 2025 RAISE NOFO;
- Reserve a portion of the $1.5 billion FY 2025 BIL funding for FY 2024 RAISE Projects of Merit applications;
- Update Areas of Persistent Poverty to account for the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;
- Update references to comply with updated 2 CFR Part 200 Appendix I; and
- Improve organization and clarity of the information the Department uses to assess project readiness.

B. ELIGIBILITY

1. ELIGIBLE APPLICANTS

Eligible applicants for RAISE grants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

Ineligible applicants for RAISE grants are:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	$1 million
Urban Areas	$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least $1 million in RAISE funding. Applicants submitting capital grant applications for projects located in urban areas must request at least $5 million in RAISE funding. Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.

There is no minimum funding request requirement for planning grant applications.

3. APPLICATION LIMIT

Each applicant can submit up to three applications. Unrelated project components should not be combined in one application to meet this limit. If an applicant submits more than three applications, only the first three will be considered.

4. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. The Department **only** considers an application's Federal share to confirm eligibility.

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for RAISE grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP)
- Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP and/or HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\boldsymbol{RAISE\ Grant\ Request + Other\ Federal\ Funds})}{\boldsymbol{Total\ Project\ Cost}} = \boldsymbol{Federal\ Cost\ Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23
- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224

- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the RAISE program.

Unless otherwise authorized by statute, funds used to satisfy the cost-share requirements of a different Federal program may not be counted as the cost-share for both the RAISE grant and another Federal grant program.

Non-Federal funds are subject to the same Federal requirements as RAISE grant funds.

For each project that receives a RAISE grant award, **the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application**. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

5. PRE-AWARD AUTHORITY

Unless authorized by the Department in writing after announcement of FY 2025 RAISE awards, **any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement and cost share requirements**.[1] In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs. If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

6. LOCATION DESIGNATIONS

i. Urban or Rural

Urban and rural definitions differ across DOT programs. For the RAISE program:

- **Urban**: A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.[2]
- **Rural**: A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

[1] Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

[2] For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information.

The Department provides an interactive map to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

Urban and rural designations impact the following aspects of the RAISE program:

- Minimum RAISE funding requirements
- Fundings restrictions
- Cost share

ii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Department provides an interactive map to show Areas of Persistent Poverty and Historically Disadvantaged Communities.

Areas of Persistent Poverty (APP) are defined by RAISE statute:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census
    - The FY 2025 RAISE NOFO updated county APP designations to utilize the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census
- Any territory or possession of the United States

Historically Disadvantaged Communities (HDC) are defined by the Justice40 Interim Guidance Addendum issued by the White House Office of Management and Budget (OMB), White House Council on Environmental Quality (CEQ), and Climate Policy Office (CPO):

- Any census tract or tracts identified as disadvantaged in the Climate & Economic Justice Screening Tool (CEJST), created by CEQ, which identifies such communities that have been marginalized by underinvestment and overburdened by pollution
- Any Federally Recognized Tribe or Tribal entity, whether or not they have land

7. ELIGIBLE PROJECTS

i. Capital Projects

Eligible capital projects activities include:

- Highway or bridge projects eligible under title 23, United States Code

- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments (including inland port infrastructure and land ports of entry)
- The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code[3]
- Intermodal projects whose component parts are otherwise an eligible project type
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program[4]
    - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
    - Surface transportation components of transit-oriented development projects
    - Surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden

Ineligible capital projects are:

- School bus electrification and broadband deployment as a standalone project
- Improvements to Federally owned facilities
    - Unless the project is investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government

If a project type isn't explicitly listed as eligible or ineligible, applicants should explain its necessity for advancing the RAISE program goals in their application. The Department will then determine eligibility individually.

Research, demonstration, or pilot projects are only eligible if they lead to long-term, permanent surface transportation infrastructure with independent utility as defined in the Project Components section.

ii. Planning Projects

Eligible planning projects activities include:

[3] Eligible surface transportation components of eligible airport projects are those projects listed in "Appendix P: Road and Surface Transportation Projects" of the Airport Improvement Program (AIP) handbook. For more details on airport project eligibility, please see the Frequently Asked Questions on the RAISE website.

[4] DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the RAISE grant.

- Planning, preparation, or design of eligible surface transportation capital projects described in the Capital Projects section that will not result in construction with FY 2025 RAISE funding.
    - For example: environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities
- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans
- Zero emissions plan for transit fleet
- Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic
- Planning activities related to zero emission goods movement
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region
- Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster

If an application includes <u>right-of-way acquisition</u>, the project will be <u>considered a capital project</u>.

8. PROJECT COMPONENTS

An application for a RAISE grant can include multiple components, which may be executed by different parties. The Department requires all components, whether or not they receive Federal funding, to be delivered as part of the RAISE project.

Components may be funded individually if they meet the following criteria:

- Independently satisfy minimum award amounts and eligibility requirements.
- Independently align with selection criteria
- Meets National Environmental Policy Act (NEPA) requirements for independent utility – meaning the component must be a usable improvement on its own and ready for use upon completion.

Components in a single application must be related. Each component's status should be clearly outlined, for example, in the project schedule. Applicants should also detail independent components and their costs separately, showing how each one meets selection criteria and benefits on its own, in addition to how the full proposal does. Federal funding for some components might subject others to additional Federal requirements.

9. REDUCED AWARDS

If selected for award, the Department may decrease the RAISE funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

10. PREVIOUS RAISE/BUILD/TIGER RECIPIENTS

Previous recipients of a RAISE grant may apply for funding to support additional phases of their project.[5] The application should demonstrate the extent to which the previously funded project has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2025 RAISE competition.

[5] Includes recipients of grants under former names of the program (*Better Utilizing Investments to Leverage Development* (BUILD) and *Transportation Investment Generating Economic Recovery* (TIGER)).

C. PROGRAM DESCRIPTION

1. PROGRAM HISTORY AND AUTHORIZATION

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), authorized and appropriated $1.5 billion annually to be awarded by the Department of Transportation ("DOT") 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of June 2024, the program has awarded more than $15 billion over sixteen rounds to local governments, Tribes, transit and port authorities, states, and other entities. The program is codified at 49 U.S.C. 6702.

2. PROGRAM GOALS AND OBJECTIVES

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department's Strategic Plan[6] and in executive orders.

The Department seeks to fund projects under the RAISE program that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*.

In addition, the Department seeks to award projects under the RAISE program that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.*

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*.

The RAISE program advances President Biden's Justice40 Initiative, which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

[6] See U.S. Department of Transportation Strategic Plan FY 2022–2026 at https://www.transportation.gov/dot-strategic-plan.

In addition, the Department intends to use the RAISE program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, *Worker Organizing and Empowerment,* and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. The Department also intends to use the RAISE program to support wealth creation, consistent with the Department's Equity Action Plan, through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

The BIL included provisions for Metropolitan Planning Organizations to consider integrating transportation planning, housing, employment opportunities, and economic development strategies.[7] The Department strongly encourages applicants to utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. **Note, the RAISE program can only fund the surface transportation infrastructure elements** of a project that may also include housing, employment opportunities, and economic development strategies.

3. RESTRICTIONS ON FUNDING

The Department must comply with the following funding restrictions:

Funding Restriction	Amount
Per State	No more than 15% which is $225 million
Rural Projects	No more than 50% which is $750 million
Urban Projects	No more than 50% which is $750 million
Planning Projects	At least 5% which is $75 million
Projects Located in Areas of Persistent Poverty and/or History Disadvantaged Communities	At least 1% which is $15 million

The Department may retain up to $30 million for oversight and administration of grants. Additionally, the Department may use up to 20 percent of available funds (or $300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) programs. Note, applicants must apply to both the RAISE program and TIFIA or RRIF loan program to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

[7]See BIL div. A § 11201., *Transportation Planning*, which amends 23 U.S.C. 134.

4. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2025 BIL funding.

Fiscal Year	BIL Funding Obligation Deadline	BIL Funding Expenditure Deadline
FY 2025	September 30, 2029	September 30, 2034

FY 2025 RAISE grant funds must be obligated by September 30, 2029.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

FY 2025 RAISE funds must be expended by September 30, 2034.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.
- After this date, unexpended funds are no longer available to the project.

5. PERFORMANCE GOALS

RAISE program performance measures can be found on the RAISE website.

6. PREVIOUS AWARDS

Previous program awards can be seen in Fact Sheets on the RAISE website.

D. APPLICATION CONTENT AND FORMAT

The Department requires the application to include the following files, in this order and with these specific names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.1	N/A
Project Information Form (Excel file)	FY 2025 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.3	5 pages
Project Location File	Project Location File	D.4	N/A
Project Budget	Project Budget	D.5	5 pages
Funding Commitment Documentation	Funding Commitments	D.5	N/A
Merit Criteria	Merit Criteria Narrative	D.6	15 pages
Project Readiness	Project Readiness	D.7	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.8	N/A
Benefit-Cost Analysis Calculations (capital projects only, unlocked Excel file)	BCA Calculations	D.8	N/A
Letters of Support (Optional)	Letters Of Support	D.7	N/A

The Department requires application files to be formatted as follows: single-spaced, 12-point standard font (e.g., Times New Roman), with 1-inch margins. Files should be in PDF unless otherwise specified (e.g., project information form in Excel; location files as Shapefile or KML/KMZ; and BCA calculations in Excel).

Applications should include all necessary information to demonstrate compliance with the Eligibility section and to meet selection criteria in the Criteria section. Applications must be complete at submission; the Department may request additional data, but applicants are not obligated to provide it.

Supporting documents may be included but are not required to be reviewed by evaluators.

Different evaluation teams review the merit criteria, the benefit-cost analysis, budget, and project readiness files.

The Department expects application files to include the following detailed information:

1. STANDARD FORM 424

The SF-424 Application for Federal Assistance must be completed. Applicants may leave the following fields on the form blank: 3, 4, 5a, 5b, 6, 7, 11, 13, and 14. Separate files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

2. FY 2025 RAISE PROJECT INFORMATION FORM

The FY 2025 Project Information Form can be downloaded from Grants.gov or from the RAISE website. This from is used to determine applicant and project eligibility.

Information such as applicant name, RAISE amount requested, other Federal funding, non-Federal funding, etc. may be requested in varying degrees of detail on both the SF-424 and the FY 2025 RAISE Project Information Form. Applicants must fill in all fields unless stated otherwise on the forms.

3. PROJECT DESCRIPTION FILE

This file should describe the project to be planned or constructed, including a detailed statement of work covering technical and engineering aspects, current design status, and transportation challenges and solutions. It may also include the project's history and how it fits within the applicant's broader transportation infrastructure investments.

This file should include a narrative description of the project location, detailing the geographic area and providing maps to complement the project location file. It should narratively identify if the project is located in an Area of Persistent Poverty, a Historically Disadvantaged Community, and if the project is Urban or Rural (see Location Designations section for definitions).

4. PROJECT LOCATION FILE

Applicants should submit one of the following file types that detail the projects location so the Department can verify location designations: Shapefile (.zip with .shp, .shx, .dbf, and .prj) or KML/KMZ. Google Earth can be used to create KML/KMZ files. The files should only include the project's direct physical location, not a broad service area or area of impact. **Accurate location data is crucial as it affects eligibility for the FY 2025 RAISE grants program**.

5. PROJECT BUDGET FILES

This file should describe the budget for the RAISE project using the below table and also include a narrative section. **The budget table should show only future eligible project costs and should not include previously incurred expenses**.

Funding Source	[Component 1]	[Component 2]	Total Funding
RAISE Funds:	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Non-Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Total Project Cost:	[$XXX]	[$XXX]	[$XXX]

Note: If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

The budget table must show the **total project cost** by project component and the following funding sources:

- RAISE funding request
- Other Federal funds
- Non-Federal Funds

The budget table and narrative must identify the amount, type (e.g., grant, loan, bond, etc.), and source of all other Federal funds and non-Federal funds included in the budget. The budget table should demonstrate compliance with the statutory cost share requirements.

Applicants must also include the three tables listed below in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP, HDC, and Urban designations. The total project cost listed in each table should match the total project cost listed in the budget table above, in the SF-424 and in the FY 2025 RAISE Project Information Form. Applicants should reference the RAISE Grant Project Location Verification mapping tool when filling out the below tables.

2020 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Note: Please reference the Census Tracts (2020 Census) layer in the RAISE Grant Project Location Verification mapping tool. Additional rows may be added if necessary.

2010 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Note: Please reference the Census Tracts (2010 Census) layer in the RAISE Grant Project Location Verification mapping tool. Additional rows may be added if necessary.

Urban and Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	$
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	$
	Total Project Cost: $

Note: Please reference the Census Designated Urban Areas with Population Greater Than 200,000 (2020 Census) layer in the RAISE Grant Project Location Verification mapping tool.

The budget narrative should include:

- Sources, Uses, and Availability: Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the Statewide Improvement Program (STIP) or Transportation Improvement Program (TIP) (please do not include a link to the entire STIP/TIP), a signed city ordinance, or a county administrator committing previously approved general obligation bonds.
- Contingency Amount and Plan: Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns. Planning projects are not required to include a contingency amount but must describe a plan to address potential cost overruns.
- Level of Design: Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- Cost Estimates: Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from the application deadline. If older, please apply an inflation factor.

- Cost Share: Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

6. MERIT CRITERIA FILE

This file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in the Merit Criteria section by:

- Organizing the narrative in the order the merit criteria are described in the Merit Criteria section
- Addressing each merit criteria separately by:
  - Identifying the bullet(s) from the rubric the project addresses
  - Identifying the element(s) of the project that address the bullet(s) from the rubric
  - Providing supporting justification using data. Unsupported claims may harm the application's competitiveness.

Applicants are encouraged to use the Department's Equitable Transportation Community (ETC) Explorer as a resource to describe how their project area is experiencing transportation related disadvantage as it relates to safety, affordable transportation options, pollution, access to good-paying jobs, climate change, and/or improving quality of life.

Insufficient information to assess any criterion will negatively impact the project rating. Merit reviewers will focus on this file and will not be required to reference links or the other files in the application package.

7. PROJECT READINESS FILE

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a RAISE grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner and meet both the obligation and expenditure deadlines. To assist the Department's environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk assessment, and risk mitigation strategies. Applicants can see a general Project Readiness checklist on the DOT Navigator The Project Readiness file should include the sections outlined below. Supporting material that exceeds page limits may be provided as hyperlinks, attachments, or appendices.

i. Planning and Constructability

Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents.

- STIP / TIP / TTIP / TAM Plan: Is the project already listed in the STIP, TIP, Tribal Transportation Improvement Program (TTIP), and/or Transit Asset Management (TAM) Plan, if applicable? If so, provide links or attachments that show the project listing in the applicable plans/programs. If the project is not yet listed, describe any coordination that

has/will occur to facilitate listing in the applicable plans/programs and the anticipated date when listing will occur.

- Consistency with Other Plans: Is your proposal listed in and/or consistent with any other plans (e.g., the Long-Range Statewide Transportation Plan and/or Metropolitan Long-Range Plan)? If so, please summarize and provide a link to appropriate project listing.
- Freight Plans: To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the FHWA Freight Mobility Trends Tool.
- Property Acquisition / Right-of-Way (ROW): Who is the owner of the existing facility? Will any new ROW acquisition be required, and if so, from whom? If acquisition will be required, describe the status and anticipated schedule for the acquisition. Will any special ROW permits or approvals be needed? If so, please describe.
- Construction Techniques and Phasing: Will the proposed improvements require unique construction techniques, non-standard project delivery methods (e.g., approaches other than design-bid-build), and/or phasing? If so, please describe.

ii. Proposed Schedule

- List the completed and/or anticipated dates (calendar month and year, not fiscal year or quarter) for the following key milestones. Dates provided should reflect a realistic amount of time to complete each milestone. Ensure that dates provided here are consistent with dates provided elsewhere in the application.
  - Start and end of preliminary design
  - Start and end of the NEPA process
  - Start and end of obtaining permits/approvals (if required)
  - Project listed in STIP, TIP, TTIP, and/or TAM Plan (as applicable)
  - Start and end of final design
  - Start and end of ROW acquisition (if required)
  - Anticipated finalization of RAISE grant agreement (if awarded)
  - Anticipated obligation of grant funds (if awarded)
  - Start and end of construction
- Project Development Phases to be Funded with RAISE: Describe the project development phase(s) proposed to be funded with RAISE funds (if awarded), and whether RAISE funds are proposed to be used for phases other than ROW acquisition and construction (e.g., for design, NEPA, etc.). Note: typically, milestones for establishing the grant agreement and obligation of funds should be scheduled before any activities/phases that will use RAISE funds.

iii. NEPA and Permitting

- NEPA Class of Action: List the class of action/type of document that has already been or will be prepared to comply with the National Environmental Policy Act (NEPA) of 1969,

as amended (e.g., a categorical exclusion, an environmental assessment, an environmental impact statement, or class of action not yet determined). If multiple NEPA documents are being prepared for this proposal, briefly explain why, and complete the prompts below for each document.

- NEPA Status and Milestones: Briefly describe the status of NEPA compliance (e.g., not started, underway, or complete), the anticipated project impacts, and proposed mitigation measures. If the NEPA process has been completed, provide the final approval date for the NEPA document. If the NEPA process has not yet been completed, list the key remaining milestones for the NEPA process, their status, and their anticipated completion dates. Identify any anticipated challenges to timely completing the NEPA process.
- Link to NEPA Documentation: If draft or final NEPA documentation is available, provide a hyperlink, attach it, or append it.
- Reevaluation and Post-Approval Changes: Describe any planned and/or completed efforts to reevaluate the NEPA documentation between the final NEPA approval and beginning of construction. Reevaluation may be warranted based on the passage of time and/or changes in the project scope, setting, impacts, or applicable requirements since the final NEPA approval.
- Permits and Approvals: List any federal, state, or local permits and approvals anticipated to be needed for the project (e.g., Clean Water Act Section 404 permit, Endangered Species Act Section 7 consultation, etc.). Provide the status of each permit or approval and the date that the permit or approval was obtained or is anticipated to be obtained. Summarize and attach relevant correspondence or documentation of consultation with permitting agencies.
- Coordination with DOT: Identify the federal lead agency for the NEPA process and any joint-lead agencies. Describe any coordination that has occurred with an agency or operating administration of USDOT regarding the project proposal and/or NEPA analysis. Describe any coordination with state, county, or local transportation agencies regarding preliminary design and the NEPA process.

iv. Project Support

- Public and Agency Involvement Process: Summarize the key events and techniques used to engage the public and other stakeholders during the NEPA process. Highlight efforts to engage disadvantaged communities and communities likely to be affected by the project, including details on compliance with environmental justice requirements and access for persons with disabilities and limited English proficiency. These efforts may include public meetings, a public website, presentations to community groups, newsletters, online outreach, etc.
- Public and Agency Involvement Results: Summarize the support, opposition, and/or other notable feedback related to the project from the following groups and describe how stakeholder feedback has been integrated into project development and design:
  - The public, including members of communities affected by the proposal,
  - Elected officials and/or bodies (e.g., federal and state legislators, city and county councils and boards, etc.),

  - Other entities (e.g., members of business or industry, community organizations, advocacy groups, etc.), and
  - Federal, state, or local agencies (reference any relevant information provided in the NEPA and Permitting section above).
- Attach and reference documentation of support as applicable (e.g., letters of support, letters of commitment, resolutions, summaries of public comments, etc.)

v. Risks and Mitigation

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval affect the likelihood of successful project start and completion. Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, and unavailability of domestically manufactured equipment.

- The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks, and describe the potential effects of each risk on meeting the key project delivery schedule milestones presented in the Proposed Schedule. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.
- If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the RAISE website, for information on the prerequisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vi. Technical Capacity Assessment

All applications should include a section in the Project Readiness file that demonstrates their technical capacity to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Title VI/Civil Rights requirements and Buy America provisions. The applicant should address the following in the technical capacity section of the Project Readiness file:

- Federal Funding: experience implementing federally funded transportation projects.
- Federal Regulations: understanding of federal contract and procurement requirements, Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, Davis Bacon Act, etc.
- Project Planning: practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process.

- Project Delivery: examples of successfully delivered projects of similar size, scope, and complexity.

8. BENEFIT-COST ANALYSIS

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current problem often referred to as the "baseline" or "no-build alternative." The baseline defines the world without the proposed project.

Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations:

- Narrative Description of Analysis: The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, document any assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

- Spreadsheet Revealing Underlying Calculations: The BCA spreadsheet file should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators. While DOT does not have a prescribed format for the BCA spreadsheet submitted by the applicant beyond ensuring that it is unlocked, to allow review, the Department is also developing a new BCA spreadsheet template that will be available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the RAISE website.

E. SUBMISSION REQUIREMENTS AND DEADLINE

1. ADDRESS TO REQUEST APPLICATION PACKAGE

All application materials may be found on Grants.gov and the RAISE website.

2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

Each applicant must:

- Be registered in SAM.gov before submitting its application;
- Provide a valid unique entity identifier in its application; and
- Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application under consideration by a Federal agency.

Please note that the SAM registration process takes **several weeks to complete, if not longer**.

i. Submission Instructions

All applications must be submitted electronically through Grants.gov

The Department does not accept applications via mail, fax machine, email, or other means.

Each applicant must:

- Create a Grants.gov username and password
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization

Failure to register for SAM or comply with Grants.gov applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline.

ii. Submission Issues

The Department is not able to assist with technical issues related to Grants.gov registration or application submission. For information and instructions, please see Grants.gov. If applicants experience difficulties at any point during the registration or application submission process, please call the Customer Service Support Hotline at 1-800-518-4726 or email support@grants.gov.

3. SUBMISSION DEADLINE

Applications must be submitted through Grants.gov by 11:59 PM eastern on January 30, 2025. Grants.gov attaches a time stamp to each application at the time that submission is complete.

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Grants.gov will be eligible for evaluation and possible selection for award.

ii. Late Applications

Any applications that Grants.gov time stamps after 11:59 PM eastern on the deadline will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

4. INTERGOVERNMENTAL REVIEW

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see Section 508 guidelines).

F. APPLICATION REVIEW INFORMATION

1. CRITERIA

This section specifies the criteria the Department will use to evaluate applications.

TIER 1 All Eligible Applications
Merit Criteria Review
TIER 2 All applications rated "Highly Recommended" under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated "Recommended" for second tier analysis.
Project Readiness Review
Environmental Risk Assessment (capital projects only)
Financial Completeness Assessment
Technical Capacity Assessment
Benefit-Cost Analysis (capital projects only)

The Department will review merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Environmental Risk Assessment; (2) Technical Capacity Assessment; and (3) Financial Completeness Assessment, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of two Project Readiness areas: (1) Technical Capacity Assessment; and Financial Completeness Review. Environmental Risk Assessment and BCA will not be reviewed for planning applications. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in the Review and Selection Process section.

iii. Merit Criteria

For each merit criterion, the Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits, which will result in a rating of "high, "medium," "low," or "non-responsive" as described in the rubric below.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

Overall Merit Rating	
Highly Recommended	six or more of the eight merit criteria ratings are "high" none of the merit criteria ratings are "non-responsive"
Recommended	one to five of the merit criteria ratings are "high" no more than three of the merit criteria ratings are "low" none are "non-responsive"
Acceptable	a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable
Unacceptable	three or more "non-responsive" ratings

Merit Criteria	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Protect non-motorized or motorized travelers from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers from safety risks; or • Reduce fatalities and/or serious injuries in underserved communities to bring them below the state-wide average; or • Incorporate and cite specific actions and activities identified in the Department's National Roadway Safety Strategy plan or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions; or • Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have, for example, port-wide or transit system impact.

Merit Criteria	Non-Responsive	Low	Medium	High
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in disadvantages communities; or • Address the disproportionately negative environmental impacts of transportation on disadvantaged communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or tribal greenhouse gas reduction plan; or • Align with the U.S. National Blueprint for Transportation Decarbonization; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible

Merit Criteria	Non-Responsive	Low	Medium	High
				green space, and neighborhood centers that make it convenient to take fewer or shorter trips; or • Reduce vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or • Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools; or • Incorporate nature-based solutions or natural infrastructure with the use of native plants; or • Referenced in a Resilience Improvement Plan or similar plan; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase affordability for travelers; or • Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or • Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including affordable housing, with multimodal transportation infrastructure; or • Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or • Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or • Implement transit-oriented development that benefits existing

Merit Criteria	Non-Responsive	Low	Medium	High
				residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or • Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that addresses gaps identified in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-

Merit Criteria	Non-Responsive	Low	Medium	High
				motorized travelers in underserved communities; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements by designing environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design such as a Complete Streets approach; or • Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project's delivery	Economic competitiveness is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; or • Promote wealth building; or

Merit Criteria	Non-Responsive	Low	Medium	High
			and on-going operations	• Promote long-term economic growth and other broader economic and fiscal benefits; or • Create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or • Adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or • Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Routine or deferred maintenance; or • Create new infrastructure (not in a	State of good repair is a primary project purpose AND the project has clear, direct, **data-driven** (for capital projects only) and significant benefits, by doing one or more of the following: • Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or

Merit Criteria	Non-Responsive	Low	Medium	High
			remote community) that will be maintained in a state of good repair; or • Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair; or • Resolve the current or projected transportation system vulnerabilities	• Reduce construction and maintenance burdens through efficient and well-integrated design; or • Create new infrastructure in remote communities that will be maintained in a state of good repair; or • Address current or projected transportation system vulnerabilities for underserved communities; or • Prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g., negative impacts from ROW acquisition, lack	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Collaborate with public and/or private entities; or • Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities by doing one or more of the following: • Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or

Merit Criteria	Non-Responsive	Low	Medium	High
	of support for the project, etc.)			• Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Disadvantaged Business Enterprises or 8(a) firms; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on expanding access for women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or • Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or • Participate in the Thriving Communities Network
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a 'high' rating: • Deploy technologies, project delivery, or financing methods that are new or innovative to the applicant or community	Project has, or demonstrates plans for, one or more of the following innovative benefits. Innovative Technologies • Enhance the environment for electric, connected, or automated vehicles to improve the detection and mitigation of safety risks; or • Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; or • Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or • Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or • Use low-carbon or other innovative materials; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Use caps, land bridges, or underdecks; or • Use active grade crossing detection systems to enable responsive traffic management; or • Use detection systems on railroads to target and deter trespassing; or • Digitalize curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage Innovative Project Delivery • Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. Innovative Financing • Secure TIFIA, RRIF, or private activity bond financing; or • Use congestion pricing or other demand management strategies

Safety

The Department will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers from safety risks on roadways, transit, rail, or ports. Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users[8] or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in the Department's National Roadway Safety Strategy, or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA's Safety Advisory 23-1: Bus-to-Person Collisions.

Environmental Sustainability

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan or the U.S. National Blueprint for Transportation Decarbonization; address the disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips.

The Department will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon

8 As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a non-motorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.

travel modes to reduce emissions; improve the resiliency of at-risk infrastructure[9] to withstand extreme weather events and natural disasters caused by climate change such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating nature-based solutions or natural infrastructure; or incorporates lower-carbon pavement or construction materials as described in the Environmental Protection Agency's interim guidance on low-carbon materials or the U.S. National Blueprint for Transportation Decarbonization.

The Department will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace, or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030*, Climate-Related Financial Risk* and Executive Order 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*.

Quality of Life

The Department will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.[10]

Mobility and Community Connectivity

The Department will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach;

9 For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

10 Definitions for "racial equity" and "underserved communities" are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

incorporate Americans with Disabilities Act (ADA) or Universal Design[11] improvements; directly increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

Economic Competitiveness and Opportunity
The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; wealth building; long-term economic growth and other broader economic and fiscal benefits; create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

State of Good Repair
The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure *(not in a remote community)* that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

Partnership and Collaboration
The Department will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example, how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure

11 Definition for "Universal Design" found on the General Services Administration's Section508.gov website and states, "Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design."

equity considerations for underserved communities are meaningfully integrated throughout the project. Applicants should describe how the project incorporates specific actions and activities identified in the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partner with Disadvantaged Business Enterprises or 8(a) firms; partner with high-quality workforce development programs with supportive services[12] to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

The Department will consider whether the applicant is participating in the Thriving Communities Network. Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

- Innovative Technologies: The Department will consider how the project enhances the environment for connected, electric, or automated vehicles to improve the detection, mitigation, and documentation of safety risks. Examples include the use of Advanced

12 Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

Driver Assistance Systems on public transit vehicles and detection systems on railroads to target and deter trespassing. The Department will assess the extent to which the project uses innovative technology that significantly enhances the operational performance and maintenance of the surface transportation system including sensors to inspect infrastructure and manage assets or to monitor real-time conditions of pavement quality, signage, crosswalks, or transit headways; active grade crossing detection systems to enable responsive traffic management; or digitalized curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage. The use of low-carbon materials as well as the use of caps, land bridges, or underdecks are also considered innovative.

  - Please note that all innovative technology must follow 2 CFR § 200.216. If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

- Innovative Project Delivery: The Department will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), single contractor design-build arrangements, project bundling, https://www.fhwa.dot.gov/construction/adcms/Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types.
- Innovative Financing: The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

iv. Project Readiness

Capital project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned three evaluation ratings:

- Environmental Risk Assessment
- Financial Completeness Assessment
- Technical Capacity Assessment

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings:

- Financial Completeness Assessment
- Technical Capacity Assessment

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies.

Environmental Risk
The Environmental Risk Assessment evaluates information provided in the Project Readiness file. It analyzes the project's environmental approvals and likelihood of the necessary approvals affecting project obligation funds and timely expenditure of funds after obligation. The assessment results in a rating of "high risk," "moderate risk," or "low risk."

Technical Capacity
The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain."

DOT will assign the highest rating of "certain," if the application demonstrates that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; and the project will comply with all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness
The Financial Completeness Assessment reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: "complete," "partially complete," or "incomplete."

DOT will assign the highest rating of "complete," if the application identifies all funding sources for the project budget, documents all funding is available and committed to the project, includes contingency amount in the project budget and describes a plan to address potential cost overruns, and cost estimates are no more than a year old or include an inflation factor. Planning grants are not required to include a contingency amount but **must discuss a plan to address potential cost overruns**.

Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies will receive a lower rating. **All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.**

v. Benefit-Cost Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in the Benefit-Cost Analysis section.

To evaluate the costs and benefits of a proposed project, the Department will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs). Projects with negative net benefit ratings will not be selected for an award, unless the project demonstrates exceptional benefits for underserved or disadvantaged communities, as identified by the Senior Review Team (see Review and Selection Process section).

2. REVIEW AND SELECTION PROCESS

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Environmental Risk Assessment, Financial Completeness Assessment, and Technical Capacity Assessment); Benefit-Cost Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in the Application Review Information section. Using the Merit Review rubric described in the Application Review Information section, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

"Highly Recommended" projects automatically advance for second-tier analysis.

The Senior Review Team (SRT) reviews all "Recommended" projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a "Recommended" project only if:

- The project received a "high" in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or
- The SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a "high" rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a "high" rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

Applications for the FY 2025 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Neighborhoods Program competition and received the designation of "Reconnecting Extra," will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion.

Second-tier analysis consists of:

- **Capital Projects**
  - Cost-Benefit Analysis
  - Project Readiness: (1) Environmental Risk Assessment; (2) Financial Completeness Assessment; and (3) Technical Capacity Assessment
- **Planning Projects**
  - Project Readiness: (1) Financial Completeness Assessment; and (2) Technical Capacity Assessment

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated.

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

Projects for which an FY 2025 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into FY 2026 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2026 applications eligible for advancement to the Highly Rated List.

Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project's evaluation. Due to overwhelming demand, the Department is unable to provide a RAISE award to every competitive project that applies.

G. AWARD NOTICES

1. HOW PROJECT SELECTIONS ARE ANNOUNCED

The Department emails each successful applicant and posts all selections in Fact Sheets as well as an excel file on the RAISE website.

- Notice of selection is **not** authorization to begin or to incur costs for the proposed project.
- Following that announcement, the RAISE program Office and relevant operating administration will contact the point of contact listed in the SF-424 to initiate development of the grant agreement.

2. ANNOUNCEMENT DATES

- Round 1: The selections of applications, designated as FY 2024 Projects of Merit awarded reserved funding under Round 1 of this NOFO, will be announced by January 13, 2025.
- Round 2: Selections under Round 2 of this NOFO, will be announced no later than June 28, 2025.

3. PRE-AWARD COSTS

Unless authorized by the Department in writing after announcement of FY 2025 RAISE selections, any costs incurred prior to the Department's obligation of funds for a project are ineligible for reimbursement and are ineligible cost share requirements.[13]

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by the Department.

4. REIMBURSABLE PROGRAM

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds.

In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs.

- RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

[13] Pre-award costs are costs incurred after award announcement, but directly pursuant to the development of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

i. Administrative Requirements

Please visit the RAISE website for the General Terms and Conditions for FY 2024 RAISE awards. The FY 2025 RAISE Terms and Conditions will be similar to the FY 2024 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor

Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see the RAISE website.

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, all relevant requirements under 49 U.S.C. § 22905 apply.

ii. Program Requirements

Climate Change and Environmental Justice Impact Consideration
Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in the Application Review Information section, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in the Criteria section.

Racial Equity and Barriers to Opportunity
Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in the Application Review Information section, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Labor and Workforce
Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in the Application Review Information section, consistent with Executive Order 14025, *Worker Organizing and Empowerment*, and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Critical Infrastructure Security, Cybersecurity, and Resilience
It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with the -

National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance

As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

$35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Project Signage and Public Acknowledgements
Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Infrastructure Investment and Jobs Act." In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

2. REPORTING

i. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

ii. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project's performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in the Criteria section. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting. RAISE grant performance measures are posted on the RAISE website.

iii. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant

recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

I. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov. In addition, DOT will post answers to questions and requests for clarifications on the RAISE website. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

J. OTHER INFORMATION

1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI);" (2) mark each page that contains confidential information with "CBI;" (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. PUBLICATION AND SHARING OF APPLICATION INFORMATION

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in the Protection of Confidential Business Information section, The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

Pete Buttigieg

Issued in Washington D.C. on November 1, 2024

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2025 REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT FOR THE WEKIVA TRAIL EXTENSION PROJECT (SEGMENT 1 AND SEGMENT 5); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR COMMITMENT TO SHARE IN FEES AND EXPENSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2020, the City of Mount Dora adopted Resolution No. 2020-29 to form an alliance with Lake County and the City of Tavares to advance the concept of rails to trails; and

WHEREAS, the United States Department of Transportation (USDOT) announced the availability of funding under the 2025 Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Grant program, intended for projects that make a substantial impact on the nation, metropolitan areas, or regions; and

WHEREAS, the Wekiva Trail Extension Project - Segment 1 and Segment 5 qualifies as a rural project under USDOT guidelines and is therefore eligible for funding up to 100% of project costs; and

WHEREAS, the City of Mount Dora, Lake County, and the City of Tavares have determined it is in the best interest of their communities to collaborate on submitting the 2025 RAISE Grant application to secure funding for the Wekiva Trail Extension Project; and

WHEREAS, the City of Mount Dora remains committed to supporting the application process, including sharing associated fees, and the operational and maintenance costs of the project within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commitment to Share Fees and Expenses.

A. The City of Mount Dora hereby supports the submittal of a 2025 RAISE Grant application, by Lake County, in an effort to receive funding for the Wekiva Trail Extension Project (Segment 1 and Segment 5).

B. The City of Mount Dora hereby agrees to pay one-third (1/3) of the cost of submitting the grant application which has been estimated by Lake County to be an amount not to exceed Thirty Six Thousand Dollars ($36,000.00).

C. In the event, Lake County is awarded a 2025 RAISE Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), the City of Mount Dora hereby commits to working with Lake County and the City of Tavares in budgeting future funds to share in the cost of operation and maintenance of such trail improvements located within the boundaries of the City of Mount Dora, Florida.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2025 RAISE Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
James Homich
MAYOR of the City of Mount Dora, Florida

ATTEST:

_____
Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

_____
Patrick Brackins, City Attorney

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Adoption of **Resolution No. 2025-02,** Approving the Master Fee Schedule

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Introduction:
This is a request for City Council to approve Resolution No. 2025-02, Master Fee Schedule Updates.

Discussion:
Resolution No. 2025-02 includes Exhibit "A" which lists the existing fees and all updates. City fees are actual pass-through costs for various City services, programs, development applications, permits, library services, etc.

The City uses a "Master Fee" Schedule to establish fees for a variety of services. The current Master Fee Schedule was last adopted by Resolution 2023-58 on December 19, 2023. As such, the Master Fee Schedule now requires updating to ensure all fees are accurately capturing the cost to provide any specific service provided.

Budget Impact:
This fee schedule will set the rates by which certain City revenues are generated to cover the operational costs required to provide those services and/or programs.

Strategic Impact:
This action memorializes all of the various ordinances and resolutions establishing (and/or amending) the various fees. Service and program fees are consistent with the fiscal strategic goals of the City.

Recommendation:
City Council approve Resolution No. 2025-02, approving the Master Fee Schedule.

Attachment(s):

1. Resolution 2025-02 Master Fee Schedule
2. Exhibit A - Proposed Fee Schedule with edits

Prepared by:	Matthew Dodson, Budget Officer	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 12/20/2024
	Matthew Dodson, Budget Officer	Approved - 12/20/2024
	Rita Meade, Finance Director	Approved - 12/20/2024
	City Attorney, City Attorney	Approved - 12/30/2024
	Jeanann Hand, City Clerk	Approved - 12/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/30/2024

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City's budget and financial policies require that to the extent possible and reasonable, City services should be supported by fees and charges in order to provide maximum flexibility in the use of general City taxes to provide for a broader public benefit; and

WHEREAS, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of City programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the City processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the City; and

WHEREAS, the City adopted its current Master Fee Schedule on December 19, 2023, under Resolution No.: 2023-58; and

WHEREAS, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the City; and

WHEREAS, the City has determined that all of the fees set forth hereafter are equitable and necessary for the program, service of function supported by the same; and

WHEREAS, the City finds that all conditions precedent and notices required by Florida law, which are necessary to accomplish the actions taken herein have been appropriately implemented.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Repeal of Prior Fee Schedule Resolution. City of Mount Dora Resolution No.: 2023-58 is hereby repealed in its entirety.

SECTION 3. Adoption of Master Fee Schedule.

A. The schedule of all City collected fees attached hereto as **Exhibit "A"** is hereby approved and adopted for implementation ("Fee Schedule").

B. The City of Mount Dora and the Departments thereof shall be exempt from the payment of any applicable fees established by the Fee Schedule adopted hereunder, excluding building permit fees, impact fees and/or any other applicable fees as required by Florida law.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

_____
Jeanann Hand
City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

_____
Patrick Brackins
City Attorney

Exhibit "A"
Master Fee Schedule

Exhibit "A"

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Miscellaneous	CURRENT	LAST YEAR	% change
Account Setup Fee - Residential & Non-Residential Accounts	$30.00	$30.00	0%
Hydrant & Temporary Meter Account Setup Fee (Water)	$75.00	$75.00	0%
Credit for signing up for Auto Draft & Ebill - New & Existing Accounts	-$25.00	-$25.00	0%
Late fee Penalty (3 Days past due)			
The 3% late fee will be added to accounts on the day after the due date plus 3 days from the invoice.			
Staff may waive late fee penalty charge once in a twelve month period if requested by the customer.	$0.03	$0.03	0%
Reconnection Charge (Business Hours) added to account when payment is not received by 5:00pm thr day before the cutoff date.	$45.00	$45.00	0%
Reconnection Charge (After Hours till 9 p.m.)	$110.00	$110.00	0%
Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)	$250.00	$250.00	0%
Lock and Pull Meters	$38.00	$38.00	0%
Accounts that are not paid 5 to 7 business days after it has been turned off for non-payment, the City will either lock or pull those meters and an additional $30.00 service fee will be charged to the account. All past due fees and service fees will need to be paid in full before service is restored. This fee is non-waivable and applies to each meter.			
Water Meter Tampering (Unauthorized access to meters or systems) + cost			
1st Offense	$75.00	$75.00	0%
2nd Offense	$150.00	$150.00	0%
3rd and subsequent tampering	$250.00	$250.00	0%
Electric Meter Tampering (Unauthorized access to meters or systems) + cost	$250.00	$250.00	0%
Lien File Fees	$20.00	$20.00	0%
Lien Research Fee - Standard three (3) business days	$30.00	$30.00	0%
Lien Research Fee - Expedited one (1) business day	$50.00	$50.00	0%
~~Meter test charge if equipment determined NOT defective~~	~~$165.00~~		
Meter test charge 5/8" & 3/4" - if determined NOT defective	$20.00	$165.00	-725%
Meter test charge 1" - 1&1/2" - if determined NOT defective	$25.00	$165.00	-560%
Meter test charge 2" and larger - if determined NOT defective	Cost of test	$165.00	
Regular Backflow Monitor and Test	$4.17	$4.17	0%
Fire Backflow Monitor and Test	$12.50	$9.17	27%
Manual Read - monthly required charge for all temporary Hydrant meters	$6.50	$6.50	0%
Disconnection Charge - if required by Ordinance not related to a delinquent account	$30.00	$30.00	0%
Garage Sale Permits	$5.00	$5.00	0%
Garage Sale Permits - Online	Free	Free	
Storage Fee - related to any item abandoned, found and/or located on City right-of-way or easement and stored	$10.00	$10.00	0%
by the City (doesn't not include forfeiture / impoundment fees) per day			
Digital Meter Opt-Out - non-refundable enrollment fee	$95.00	$95.00	0%
Digital Meter Opt-Out - monthly manual meter reading fee	$13.00	$13.00	0%
The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-El			

Deposits

1. RESIDENTAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER: IF CREDIT IS ACCEPTABLE - NO DEPOSIT REQUIRED
2. MULTI FAMILY & NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL ROUNDED UP TO THE NEAREST FIFTY DOLLAR INCREMENT FOR ALL REQUIRED UTILITIES.
3. ALL DEPOSITS ARE HELD IN A NON INTEREST BEARING ACCOUNT - THEREFORE NO INTEREST PAID ON ANY DEPOSITS HELD
4. RESIDENTIAL DEPOSITS MAY BE REFUNDED IF NO DELINQUENCY WITHIN A 24 MONTH PERIOD
5. IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED BELOW.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Water	CURRENT	LAST YEAR	% change
Residential	$40.00	$40.00	0%
Temporary Hydrant Meter	$1,500.00	$1,500.00	0%
Wastewater			
Residential	$75.00	$75.00	0%
Irrigation			
Residential	$60.00	$60.00	0%
Reclaimed Water			
Residential	$60.00	$60.00	0%
Sanitation			
Residential	$25.00	$25.00	0%
Electric			
Residential	$240.00	$240.00	0%
Temporary Electric Meter	$250.00	$250.00	0%

UTILITY PAYMENT PLANS

At the discretion of the City a payment plan may be established for accounts that are currently disconnected or have a past due balance greater than three hundred dollars ($300.00). The monthly payment plan shall be for a period equal to the number of months in arrears but at no time longer than six months and will be in addition to the normal monthly utility bill. There will be no waiver/reduction of the accrued late fees and delinquency charges and an additional administration fee of $30.00 will be charged for setting up and administering the payment plan. Upon establishment of the payment plan, agreement by the customer and receipt of the first payment then service can be restored. If a customer fails to complete the payment plan in full, the City shall be entitled to take all legal action permissible, including but not limited to, delivering the underlying utility lien to the county court for enforcement and/or forwarding this matter to a collection agency to secure payment.

No more than one payment plan per rolling 12 month period.

WATER METERS INSTALLATION	CURRENT	LAST YEAR	% change
¾ inch	$414.40	$414.40	0%
1 inch	$466.20	$466.20	0%
1 ½ inch	$802.90	$802.90	0%
2 inch	$906.50	$906.50	0%
4 inch	Cost + 10%	Cost + 10%	Cost + 10%
6 inch	Cost + 10%	Cost + 10%	Cost + 10%
Upgrades	Cost + 10%	Cost + 10%	Cost + 10%

UTILITY RATES - ALL RATE CLASSES - INSIDE CITY Water	CURRENT	LAST YEAR	% change
Availability Per Unit (not metered) - monthly	$12.77	$12.77	0.00%
Availability Per Unit (metered) - monthly	$8.93	$8.93	0.00%
0 to 8,977 (per gallon) of Consumption	$0.0024499	$0.002227	10.00%
8,977 - 17,953 (per gallon) of Consumption	$0.0048997	$0.004454	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0073496	$0.006681	10.00%
26,930 and up (per gallon) of Consumption	$0.0097995	$0.008909	10.00%
Sewer	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$39.07	$39.07	0.00%
Availability Per Unit (metered) - monthly	$27.37	$27.37	0.00%
All Consumption per gallon	$0.0090861	$0.007988	13.75%
- Residential Caps at 8,977 if no other meter			
- Commercial has no caps on consumption			
Irrigation	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$12.77	$12.77	0.00%
0 to 17,953 (per gallon) of Consumption	$0.0048997	$0.004454	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0073496	$0.006681	10.00%
26,930 and Up (per gallon) of Consumption	$0.0097995	$0.008909	10.00%
Reclaimed Water	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$12.77	$12.77	0.00%
0 to 17,953 (per gallon) of Consumption	$0.0007214	$0.000656	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0010752	$0.000977	10.00%
26,930 and Up (per gallon) of Consumption	$0.0014291	$0.001299	10.00%

CITY OF MOUNT DORA CITY FEE SCHEDULE
Utility Rates

Stormwater	CURRENT	LAST YEAR	$ change
Stormwater fee - monthly	$18.90	$18.900000	$ -

UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY Water	CURRENT	LAST YEAR	% change
Availability Per Unit (not metered) - monthly	$15.96	$15.96	0.00%
Availability Per Unit (metered) - monthly	$11.17	$11.17	0.00%
0 to 8,977 (per gallon) of Consumption	$0.0030673	$0.002788	10.00%
8,977 - 17,953 (per gallon) of Consumption	$0.0061227	$0.005566	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0091900	$0.008355	10.00%
26,930 and up (per gallon) of Consumption	$0.0122453	$0.011132	10.00%
Sewer	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$48.84	$48.84	0.00%
Availability Per Unit (metered) - monthly	$34.21	$34.21	0.00%
All Consumption per gallon	$0.0113576	$0.009985	13.75%
- Residential Caps at 8,977 if no other meter			
- Commercial has no caps on consumption			
Irrigation	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$15.96	$15.96	0.00%
0 to 17,953 (per gallon) of Consumption	$0.0061247	$0.005568	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0091870	$0.008352	10.00%
26,930 and Up (per gallon) of Consumption	$0.0122494	$0.011136	10.00%
Reclaimed Water	**CURRENT**	**LAST YEAR**	**% change**
Availability Per Unit (not metered) - monthly	$15.96	$15.96	0.00%
0 to 17,953 (per gallon) of Consumption	$0.0009017	$0.000820	10.00%
17,953 - 26,930 (per gallon) of Consumption	$0.0013440	$0.001222	10.00%
26,930 and Up (per gallon) of Consumption	$0.0017864	$0.001624	10.00%

SERVICE	DESCRIPTION	NEW	CURRENT	NET	NET %
RESIDENTIAL FEES					
Sanitation	SA-CANS RS/GN/MF	$ 25.02	$ 24.58	$ 0.44	2%
COMMERCIAL FEES					
1 Toter x1/wk(Cans)	SA-TOTER 1X1	$ 33.85	$ 27.87	$ 5.98	21%
1 Toter x2/wk	SA-TOTER 1X2	$ 65.40	$ 56.59	$ 8.81	16%
1 Toter x3/wk	SA-TOTER 1X3	$ 96.97	$ 85.31	$ 11.66	14%
2 Toter x1/wk	SA-TOTER 2X1	$ 66.70	$ 56.31	$ 10.39	18%
2 Toter x2/wk	SA-TOTER 2X2	$ 129.79	$ 113.76	$ 16.03	14%
2 Toter x5/wk	SA-TOTER 2X5	$ 319.01	$ 286.08	$ 32.93	12%
3 Toter x1/wk	SA-TOTER 3X1	$ 99.51	$ 84.74	$ 14.77	17%
3 Toter x2/wk	SA-TOTER 3X2	$ 194.11	$ 170.90	$ 23.21	14%
4 Toter x1/wk	SA-TOTER 4X1	$ 133.77	$ 112.86	$ 20.91	19%
7 Toter x1/wk	SA-TOTER 7X1	$ 232.22	$ 198.13	$ 34.09	17%
Shared dumpster 8 yard x1/wk	SA-SH2	$ 79.54	$ 64.73	$ 14.81	23%
Shared dumpster	SA-RTSU	$ 132.23	$ 107.30	$ 24.93	23%
Shared dumpster 4 yard x2/wk	SA-SH3	$ 134.08	$ 108.81	$ 25.27	23%
Shared dumpster 8 yard x2/wk	SA-SH1	$ 158.29	$ 128.36	$ 29.93	23%
Shared dumpster	SA-REST	$ 383.25	$ 310.05	$ 73.20	24%
Dumpster 2 yard x1/wk	SA- D 2X1	$ 136.18	$ 110.50	$ 25.68	23%
Dumpster 2 yard x2/wk	SA- D 2X2	$ 267.73	$ 216.77	$ 50.96	24%
Dumpster 2 yard x3/wk	SA- D 2X3	$ 395.36	$ 319.86	$ 75.50	24%
Dumpster 2 yard x4/wk	SA- D 2X4	$ 495.35	$ 400.63	$ 94.72	24%
Dumpster 2 yard x5/wk	SA- D 2X5	$ 609.20	$ 460.61	$ 148.59	32%
Dumpster 2 yard x6/wk	SA- D 2X6	$ 707.27	$ 571.84	$ 135.43	24%
Dumpster 3 yard x1/wk	SA- D 3X1	$ 203.86	$ 165.15	$ 38.71	23%
Dumpster 3 yard x2/wk	SA - D 3X2	$ 407.19	$ 329.42	$ 77.77	24%
Dumpster 3 yard x3/wk	SA - D 3X3	$ 610.45	$ 493.63	$ 116.82	24%
Dumpster 3 yard x4/wk	SA - D 3X4	$ 813.68	$ 657.80	$ 155.88	24%
Dumpster 3 yard x5/wk	SA - D 3X5	$ 1,016.48	$ 821.62	$ 194.86	24%
Dumpster 3 yard x6/wk	SA - D 3X6	$ 1,220.28	$ 986.26	$ 234.02	24%
Dumpster 4 yard x1/wk	SA - D 4X1	$ 263.73	$ 213.52	$ 50.21	24%
Dumpster 4 yard x2/wk	SA - D 4X2	$ 519.05	$ 419.79	$ 99.26	24%
Dumpster 4 yard x3/wk	SA - D 4X3	$ 766.41	$ 619.62	$ 146.79	24%
Dumpster 4 yard x4/wk	SA - D 4X4	$ 990.19	$ 800.38	$ 189.81	24%
Dumpster 4 yard x5/wk	SA - D 4X5	$ 1,198.19	$ 968.42	$ 229.77	24%
Dumpster 4 yard x6/wk	SA - D 4X6	$ 1,390.34	$ 1,123.65	$ 266.69	24%

DW- shared residential	SA- SHARED RS	$ 29.37	$ 25.74	$ 3.63	14%
DW- shared commercial	SA- SHARED GN	$ 33.77	$ 27.29	$ 6.48	24%
DW- restaurant A (1-49)	SA-RST1	$ 102.04	$ 77.00	$ 25.04	33%
DW- restaurant B (50-99)	SA-RST2	$ 203.82	$ 153.16	$ 50.66	33%
DW- restaurant C (over 100)	SA-RST3	$ 407.47	$ 305.28	$ 102.19	33%
Dumpster 6 yard x1/wk	SA - D 6X1	$ 383.49	$ 310.28	$ 73.21	24%
Dumpster 6 yard x2/wk	SA - D 6X2	$ 754.55	$ 610.02	$ 144.53	24%
Dumpster 6 yard x3/wk	SA - D 6X3	$ 1,113.88	$ 900.31	$ 213.57	24%
Dumpster 6 yard x4/wk	SA - D 6X4	$ 1,461.28	$ 1,180.94	$ 280.34	24%
Dumpster 6 yard x5/wk	SA - D 6X5	$ 1,767.33	$ 1,428.17	$ 339.16	24%
Dumpster 6 yard x6/wk	SA - D 6X6	$ 2,049.67	$ 1,656.26	$ 393.41	24%
Dumpster 8 yard x1/wk	SA - D 8X1	$ 503.22	$ 407.01	$ 96.21	24%
Dumpster 8 yard x2/wk	SA - D 8X2	$ 1,005.89	$ 813.07	$ 192.82	24%
Dumpster 8 yard x3/wk	SA - D 8X3	$ 1,484.92	$ 1,200.03	$ 284.89	24%
Dumpster 8 yard x4/wk	SA - D 8X4	$ 1,948.14	$ 1,574.25	$ 373.89	24%
Dumpster 8 yard x5/wk	SA - D 8X5	$ 2,395.41	$ 1,935.56	$ 459.85	24%
Dumpster 8 yard x6/wk	SA - D 8X6	$ 2,821.07	$ 2,279.42	$ 541.65	24%
Dumpster 10 yard x1/wk	SA - D 10X1	$ 627.91	$ 507.72	$ 120.19	24%
Dumpster 10 yard x2/wk	SA - D 10X2	$ 1,255.23	$ 1,014.49	$ 240.74	24%
Dumpster 10 yard x3/wk	SA - D 10X3	$ 1,882.65	$ 1,521.34	$ 361.31	24%
Dumpster 10 yard x4/wk	SA - D 10X4	$ 2,509.95	$ 2,028.07	$ 481.88	24%
Dumpster 10 yard x5/wk	SA - D 10X5	$ 3,137.35	$ 2,534.91	$ 602.44	24%
Dumpster 10 yard x6/wk	SA - D 10X6	$ 3,764.64	$ 3,041.65	$ 722.99	24%
Dumpster lock	SA-LOCK	$ 11.88	$ 11.88	$ -	0%
Extra 2 yard pickup	SA-XTRA2PU	$ 56.38	$ 43.31	$ 13.07	30%
Extra 3 yard pickup	SA-XTRA3PU	$ 74.44	$ 57.17	$ 17.27	30%
Extra 4 yard pickup	SA-XTRA4PU	$ 99.22	$ 76.20	$ 23.02	30%
Extra 6 yard pickup	SA-XTRA6PU	$ 148.79	$ 114.27	$ 34.52	30%
Extra 8 yard pickup	SA-XTRA8PU	$ 198.44	$ 152.42	$ 46.02	30%
Extra 10 yard pickup	SA-XTRA10PU	$ 248.02	$ 190.49	$ 57.53	30%
1 Cart x2/wk	SA-CART1X2	$ 38.03	$ 34.64	$ 3.39	10%
2 Carts x2/wk	SA-CART2X2	$ 76.08	$ 69.29	$ 6.79	10%
4 Carts x2/wk	SA-CART4X2	$ 152.12	$ 138.55	$ 13.57	10%
Compactor 3 yard x4/wk	SA-CO 3X4	$ 1,275.69	$ 1,161.82	$ 113.87	10%
Compactor 4 yard x4/wk	SA-CO 4X4	$ 1,745.40	$ 1,589.61	$ 155.79	10%
Compactor 6 yard x2/wk	SA-CO 6X2	$ 1,300.56	N/A	$ -	New
Compactor 6 yard x4/wk	SA-CO 6X4	$ 2,114.73	$ 1,794.66	$ 320.07	18%
4 cubic yard Vertipak or Similar	SA-Vertipak - 4	$ 100.70	$ 72.18	$ 28.52	40%
6 cubic yard Vertipak or Similar	SA-Vertipak - 6	$ 150.07	$ 105.52	$ 44.55	42%
8 cubic yard Vertipak or Similar	SA-Vertipak - 8	$ 193.49	$ 138.69	$ 54.80	40%

CITY OF MOUNT DORA CITY FEE SCHEDULE

Electric Department

ELECTRIC UTILITY RATES		Additional Information	
Miscellaneous Rates	**Current**	**LAST YEAR**	**% change**
Private Area Light			
Install light on existing Pole	$ 202.00	$ 202.00	0.0%
Install light on new wood Pole	$ 517.00	$ 517.00	0.0%
Permanent Single Phase	$ 100.00	$ 100.00	0.0%
Permanent Three Phase up to 200 amperes	$ 400.00	$ 400.00	0.0%
Permanent Three Phase over 200 amperes	$ 550.00	$ 550.00	0.0%
Overhead Service Drops	actual cost + 10%	actual cost + 10%	
All Other Overhead Service Drops,	actual cost + 10%	actual cost + 10%	
Underground Service	actual cost + 10%	actual cost + 10%	
Connection Charges			
Reconnection Charge if disconnected at pole + COST	$ 175.00	$ 175.00	0.0%
Temporary - Electric Meter	$ 100.00	$ 100.00	0.0%
Change over from one type of service to another	Subtract new service connection fee	Subtract new service connection fee	Subtract new service connection fee
Surge Protection one-time Installtion	$ 40.00	$ 40.00	0.0%
Surge Protection monthly lease	$ 7.50	$ 7.50	0.0%
Pole Attachment lease rate - cable	$ 14.30	$ 14.30	0.0%
Pole Attachment lease rate - telecom	$ 20.58	$ 20.58	0.0%
Electric Residential	**Current**		
Customer Charge (per kw hour)	$ 11.80	$ 11.80	0.0%
Energy Charge (per kw hour)	$ 0.053150	$ 0.053150	0.0%
Power Cost (per kw hour)	$ 0.044900	$ 0.054700	-21.8%
Gross Receipts Tax (percentage)	2.563%	2.563%	0.0%
General Service - Non Demand	**Current**		
Single Phase (per month)	$11.80	$11.80	0.0%
Three Phase (per month)	$26.57	$26.57	0.0%
Energy Charge (per kw hour)	$0.00740000	$0.007400	0.0%
General Service - Demand	**Current**		
Customer Charge (per month)	$26.57	$26.57	0.0%
Demand Charge (per kw hour-mo)	$6.48	$6.48	0.0%
Energy Charge (per kw hour)	$0.007400	$0.007400	0.0%
Public Street & Highway Lighting Service	**Current**		
175 Watt Mercury Vapor	$ 12.79	$ 12.79	0.0%
100 Watt High Pressure Sodium	$ 13.32	$ 13.32	0.0%
150 Watt High Pressure Sodium	$ 11.05	$ 11.05	0.0%
Antique Lights - Highland Phase 1 & 2	$ 13.32	$ 13.32	0.0%
Antique Lights - Community Development	$ 14.21	$ 14.21	0.0%
400 Watt High Pressure Sodium - Palm Island	$ 21.61	$ 21.61	0.0%
400 Watt High Pressure Sodium Cobra - Highway	$ 25.19	$ 25.19	0.0%
400 Watt MH Shoebox - FBC/FBF	$ 22.88	$ 22.88	0.0%
26 Watt FL Acorn	$ 13.53	$ 13.53	0.0%
40 Watt FL Acorn	$ 13.53	$ 13.53	0.0%
40 Watt LED Acorn - Corncob	$ 10.39	$ 10.39	0.0%
55 Watt LED Acorn - Retrofit	$ 12.12	$ 12.12	0.0%
66 Watt LED Acorn - Sternberg	$ 20.91	$ 20.91	0.0%
110 Watt LED Cobra - Street	$ 12.20	$ 12.20	0.0%
80 Watt LED Cobra - Street	$ 10.17	$ 10.17	0.0%
Private Area Lighting Service	**Current**		
100 Watt High Pressure Sodium	$ 12.98	$ 12.98	0.0%
57 Watt LED Dusk to Dawn	$ 10.93	$ 10.93	0.0%
Power Cost	**Current**		
Power Cost Charge (per kwh)	$ 0.0449000	$ 0.0547000	-21.8%
Note: Actual Cost charges are to include a 10% administrative fee.			

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

***Lake County Impact Fees are subject to change with notification from the County.**

Additional Information

Building Services/Permitting		LAST YEAR	% change
COMMERCIAL & MULTI FAMILY PERMIT FEES	**FEE SCHEDULE**		
Commercial and Multi-Family New Construction, or Additons	$150.00 base fee; plus $8.00 per $1,000.00 or fraction thereof construction value.	No Change	
Commercial and Multi-Family Alteration, In-ground Pools, or Spas	$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof of construction value.	No Change	
Commercial and Multi-Family Sub-Contractors	$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof of construction value.	No Change	
Commercial and Multi-Family Foundation Permit Fee *(All Impact Fees shall be paid prior to issuance of foundation permit.)*	$150.00	No Change	
Commercial and Multi-Family stand-alone permits. Permit involving more than one trade shall be grouped as commercial alteration or addition		No Change	
Commercial and Multi-Family stand-alone permits: Mechanical, roofing, electrical, gas plumbing and sign….	$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof of construction value.	No Change	
Change in Use is considered a commercial alteration and the applicable fees shall apply.		No Change	
RESIDENTIAL (ONE & TWO FAMILY) PERMIT FEES			
One-Two Family Dwellings new construction, or additions (fee includes first plan review, first listed inspections and sub contractor fees	ICC Value x sqft x 0.007	No Change	
One-Two Family Dwellings Alterations or in ground pools or spas	$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof of construction value	No Change	
One-Two Family Dwellings Sub-Contractors	$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof of construction value	No Change	
One-Two Family Dwellings Foundation Permit Fee	$75.00 (includes sub-contractors listed)	No Change	
**Residential stand-alone permits. Permit involving more than one trade shall be grouped as a One-Two Family Dwellings alteration or addition		No Change	
Plumbing, re-pipe, or upgrade (including water heater replacement)	$50.00	$ 50.00	0%
Electrical, new service, or upgrade	$50.00	$ 50.00	0%
AC and heating unit replacement or upgrade	$50.00	$ 50.00	0%
Fences	$50.00	$ 50.00	0%
Stucco	$100.00	$ 50.00	100%
Siding	$100.00	$ 50.00	100%
Soffit and fascia	$50.00	$ 50.00	0%
Re-roofing	$100.00	$ 50.00	100%
One-Two Family Dwelling Flagpole over 20 feet in height	$50.00	$ 50.00	0%
Private above-ground pool	$100.00	$ 75.00	33%
Windows and/or Doors	$50.00	$ 50.00	0%
**NOTE: One-Two Family Dwelling Permits are also subject to the following: State of Florida Building Surcharge, Lien Law Fees, and Plan Review Fees		No Change	
DEMOLITION OR MOVING A STRUCTURE PERMIT			
Permits for demolition of building or structures	$75/per structure	$ 75.00	
Moving a building or structure *(Additional permits shall be required for the foundation and reconnecting services to the building or structure.)*	$150/per structure	$ 150.00	
WORK WITHOUT A PERMIT			
Issuance of permit after construction has commenced	$150.00 or double amount or permit fee, whichever is greater	$ 150.00	
Release of Stop Work Order	$250.00	$ 250.00	0%
UNSAFE STRUCTURES			
Release of Unsafe designation	$250.00	$ 250.00	0%
RE-INSPECTION FEES			
Re-Inspection Fee	$50.00	$ 50.00	0%
USE OF A PRIVATE PROVIDER			
Use of a Private Provider Inspection Service	Reduction in Permit Fees by 25%	$ 25.00	
Use of a Private Provider for Plan Review services	Reduction in Permit Fees by 25%	$ 25.00	
Use of a Private Provider for Plan Review and Inspection services	Reduction in Permit Fees by 50%	$ 50.00	
OTHER INSPECTIONS			
Inspections during other than normal business hours	$55.00/hr with a three hour minimum	$ 55.00	
Inspections outside of enforcement of the Florida Building Code, including City Codes or Ordinances	$55.00/hr billable at 10 Minute intervals	$ 55.00	
COMMERCIAL/MULTI FAMILY PLAN REVIEW			
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	50% of the Building Permit Fee	$ 50.00	
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee	$ 50.00	
Revision fee for Commercial & Multi-Family Plan Review	$50.00 plus $5.00 per page	$ 50.00	
Revision Resubmittal to comments (1st resubmittal no charge)	$50% of revision fee per resubmittal	NEW	
Commercial and Multi-Family Fire Life Safety Plan Review	$.05 cents per square foot	$ 0.05	
RESIDENTIAL PLAN REVIEW			
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	10% of the Building Permit Fee	$ 10.00	
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee	$ 50.00	
Revision fee for One & Two Family Dwellings	$50.00 plus $1.00 per page	50 + 5	Pages: -80%
Revision Resubmittal to comments (1st resubmittal no charge)	$50% of revision fee per resubmittal	NEW	
Change of Model for One & Two Family Dwellings	10% of the permit fee	$ 10.00	
MASTER FILE FEES			
Master filing review and approval for: Single Family Residents/Swimming Pools/Screen Enclosures/Boat Docks/Sheds/Solar Panels/HVAC Tie-Downs/Pre-Engineered Fire Suppression Systems. Master filing is active until code change or plan change.	50 + $2.00 per page	$ 50.00	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

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		Additional Information	
REJECTION OF PLANS			
Rejection of the design documents based on Florida Building codes three or more times for failture to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80	4X the amount of the plans review fee assessed on the permit	No Change	
Rejection of an inspection based on Florida Building codes three or more times for failture to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80	4X the amount of the re-inspection fee	No Change	
PERMIT SERVICES			
Change of Primary Contractor	$50.00	$ 50.00	0%
Change of Subcontractor	$30.00	$ 30.00	0%
OTHER PERMIT RELATED FEES			
Temporary or conditional certificate of occupancy	$110.00	$ 110.00	0%
Replacement of building permit card	$5.00	$ 5.00	0%
Extension of Permit	$50.00 or 10% of original permit fee whichever is greater.	50% or 10	
PERMIT RENEWALS (ON EXPIRED PERMITS)			
No inspections conducted	100% of Original Fee	100.00	
Slab inspection approved, slab poured	80% of Original Fee	80.00	
Rough all inspections approved	50% of Original Fee	50.00	
Insulation inspection approved	30% of Original Fee	30.00	
Pending final inspection only	10% of Original Fee	10.00	
MISCELLANEOUS			
Local Product Approval (per hour - 1 Hour Minimum)	$85/hour with 1 hour minimum	$ 65.00	31%
Evaluation of Alternative Material and Methods (When required by the Building Official to be reviewed by a 3rd 1 hour minimum) party the expenses, will be paid by applicant.)	$85/hour with 1 hour minimum	$ 65.00	31%
Flood Determination Letter	$100.00	$ 50.00	100%
State of Florida Building Surcharge	3.0% of Permit Fee/Min. Amount $4.00		
Lien Law Fee	$5.00	$ 5.00	0%
Rental License & Inspection	$80.00	$ 80.00	0%
Rental Re-Inspections	$50.00	$ 50.00	0%
Administrative Charge for Processing of Lake County Impact Fees	$100.00 or 3%, whichever is less		
Notary for business other than Building Deparment business	~~5~~ Free	$ 5.00	
Lien Search	$25.00	$ 25.00	0%
Calculation of Occupant Load - existing buildings	$100.00	$ 100.00	0%
Technology Fee per permit (Pass through fee)	$5.00	$ 5.00	0%
FIRE INSPECTIONS, PLAN REVIEW AND PERMITTING (NEW CONSTRUCTION AND RENOVATIONS)			
FIRE INSPECTION FEES			
Fire Alarm Inspection	$75.00 plus $1.50 per device after six	$ 70.00	7%
Fire Sprinkler Inspection	$75.00 plus $1.50 per head after six	$ 70.00	7%
Plus,(if applicable)* Standpipe Inspection	$50.00	$ 50.00	0%
Plus,(if applicable)* Fire Pump Inspection	$50.00	$ 50.00	0%
*Plus, *(if applicable) 24 hour air test*	$50.00	$ 50.00	0%
Underground Fire Inspection	$100.00	$ 70.00	43%
Hood Inspection	$150.00	$ 70.00	114%
Fire Suppression System Inspection	$50.00	$ 50.00	0%
Commercial and Multi-Family (except one and two family dwellings) Fire Final (Life Safety Inspection) Inspection	$.01 per square foot or $50 whichever is greater	$ 50.00	
Request for building or hydrant flow	$50.00	$ 50.00	0%
The inspection of non-cooking vendors/booths less than 200 square feet vender/booth individual area, that are entirely within a primary building, will be inspected as part of that building. Businesses with cooking facilities will be charged standard fire inspection fee. Additionally, in the event multiple businesses are registered as having the same physical address, the fire inspection fees shall be charged only to the property owner and not to each tenant.			
FIRE SYSTEMS PERMITS FEES			
Fire alarm, sprinkler, underground, suppression, hood, etc...	$75.00 base fee; plus $7.00 per $1,000 or fraction thereof construction value	No Change	
FIRE SYSTEMS PLAN REVIEW			
Fire alarm, sprinkler, underground, suppression, hood, etc	$75.00	$ 75.00	0%

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building Fees

*****City Impact Fees are subject to change with Council approval.**

***Lake County Impact Fees are subject to change with notification from the County.**

IMPACT FEES				Additional Information	
WATER IMPACT FEES					
	Inside City	**Outside City**			
Single Family	$ 1,340.00	$ 1,675.00		$ 1,340.00	0%
Duplex (1-2 Bedrooms)	$ 1,116.22	$ 1,395.28		$ 1,116.22	0%
Duplex (3+ Bedrooms)	$ 1,340.00	$ 1,675.00		$ 1,340.00	0%
Multi Family (1-2 Bedrooms)	$ 1,116.22	$ 1,395.28		$ 1,116.22	0%
Multi Family (3+ Bedrooms)	$ 1,340.00	$ 1,675.00		$ 1,340.00	0%
Mobile Home (1-2 Bedroom)	$ 893.78	$ 1,117.23		$ 893.78	0%
Mobile Home (3+ Bedroom)	$ 1,116.22	$ 1,395.28		$ 1,116.22	0%
Multifamily Apartment Assisted Living (per unit)	$ 893.78	$ 1,117.23		$ 893.78	0%
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $1,340.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					
SEWER IMPACT FEES					
	Inside City	**Outside City**			
Single Family	$7,975.00	$9,968.75		$ 7,975.00	0%
Duplex (1-2 Bedrooms)	$6,642.00	$8,302.50		$ 6,642.00	0%
Duplex (3+ Bedrooms)	$7,975.00	$9,968.75		$ 7,975.00	0%
Multi Family (1-2 Bedrooms)	$6,642.00	$8,302.50		$ 6,642.00	0%
Multi Family (3+ Bedrooms)	$7,975.00	$9,968.75		$ 7,975.00	0%
Mobile Home (1-2 Bedroom)	$5,319.00	$6,648.75		$ 5,319.00	0%
Mobile Home (3+ Bedroom)	$6,642.00	$8,302.50		$ 6,642.00	0%
Multifamily Apartment Assisted Living (per unit)	$5,319.00	$6,648.75		$ 5,319.00	0%
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					
RECLAIMED WATER IMPACT FEES					
	Inside City	**Outside City**			
Single Family (400 GPD) - 0.12 acres	**$500.00**	$625.00		$ 500.00	0%
Duplex 0.06 acres or less	$250.00	$312.50		$ 250.00	0%
Multifamily Apartment Assisted Living	$333.50	$416.88		$ 333.50	0%
Mobile Home - 0.10 acres or less	$333.50	$416.88		$ 333.50	0%
Commercial - billed at 1ERU per 0.12 acres of greenspace/landscaping area	$500.00	$625.00		$ 500.00	0%
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.					

CITY IMPACT FEES							
Residential	**TOTAL**	**PARKS & RECS**	**PUBLIC LIBRARY**	**POLICE**	**FIRE/EMS**		
Single Family	$5,055.38	$2,814.64	$1,498.41	$298.52	$443.81	$ 5,055.38	0%
Multi-Family	$3,169.14	$1,412.45	$751.92	$776.14	$228.63	$ 3,165.15	0%
Non-Residential							
Commercial (per 1000 Sq Feet)	$1,409.43	$0.00	$0.00	$1,032.87	$376.56	$ 1,409.43	0%
Office (per 1000 Sq Feet)	$421.29	$0.00	$0.00	$71.64	$349.65	$ 421.29	0%
Institutional (per 1000 Sq Feet)	$2,344.47	$0.00	$0.00	$71.64	$2,272.83	$ 2,344.47	0%
Industrial (per 1000 Sq Feet)	$321.51	$0.00	$0.00	$240.81	$80.70	$ 321.51	0%
Warehouse (per 1000 Sq Feet)	$283.62	$0.00	$0.00	$256.72	$26.90	$ 283.62	0%
***LAKE COUNTY IMPACT FEES**							

Lake County Impact Fees for Transporation (Roads) and School are established by Lake County.
The City's Buiding Division during permitting collects these pass-thourgh fees.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Planning & Development Department

Development Applications		Additional Information: LAST YEAR	% change
Annexation (Voluntary) Petition*:			
One single-family residence	$500.00	$500.00	0%
All Others	$2,000.00	$2,000.00	0%
***The City has an Annexation Incentive program that allows for these fees to be waived..**			
As-Built Drawings:			
Projects 9.99 acres in land area or less	$200.00	$200.00	0%
Projects 10.00 to 99.99 acres in land area	$500.00	$500.00	0%
Projects greater than 100.00 acres in land area	$750.00	$750.00	0%
Appeals (All Decisions)	$200.00	$200.00	0%
Comprehensive Plan:			
Text Amendment	$4,000.00	$4,000.00	0%
Future Land Use Large-Scale Map Amendment	$4,000.00	$4,000.00	0%
Future Land Use Small-Scale Map Amendment	$2,500.00	$2,500.00	0%
Concurrency Reviews	$500.00	$500.00	0%
Conditional Use Permit	$1,000.00	$1,000.00	0%
Development Agreements (Includes Amendments)	$500.00	$500.00	0%
Development Plan (Final)	$2,000.00	$2,000.00	0%
Duplex Division	$500.00	$500.00	0%
Minor Subdivisions	$1,500.00	$1,500.00	0%
Mural Permit	$100.00	$100.00	0%
Outdoor Amplified Sound Permit	$100.00	$100.00	0%
Plan and Plats:			
Preliminary Plat (Land Subdivision)	$2,500.00	$2,500.00	0%
Final Plat	$1,500.00	$1,500.00	0%
Final Construction Plan	$2,500.00	$2,500.00	0%
Replat	$1,500.00	$1,500.00	0%
Plan and Plat For Utilities (Outside City); Plus Pass-Through Fees listed herein	$1,000.00	$1,000.00	
Planned Unit Develoment (PUD):			
Preliminary PUD	$2,500.00	$2,500.00	0%
Final PUD	$3,500.00	$3,500.00	0%
PUD Amendment	$3,000.00	$3,000.00	0%
Rezoning to Mixed Use (MU-1 and MU-2 Zoning)	$3,000.00	$3,000.00	0%
Rezoning All Classifcations (Not PUD)	$3,000.00	$3,000.00	0%
Site Plans:			
Site Plan Multi Family, Commercial, Office or Non-Residential	$2,500.00	$2,500.00	0%
Minor Site Plan	$1,500.00	$1,500.00	0%
Site Development Permit (In City)	2.5% of Total Construction Value	No Change	
Site Development Permit for Outside City Utility Services	2.5% of for Total Utility Construction Value Only	No Change	
Variance			
Non-Residential	$1,000.00	$1,000.00	0%
Existing single-family dwelling unit	$250.00	$250.00	0%
Vacate rights-of-way, alleyways, easements, or plats	$1,500.00	$1,500.00	0%
Pass Through fees shall be collected for any and all of the development applications	Section 2.7.4 of the City's Land Development Code	No Change	
More than two reviews by the development review committee staff for any development applications, PUD master plan, rezoning, and land use shall be considered a new application and, therefore, require an original application fee per each subsequent submital.	Orginal Planning and Development Fee	No Change	
*Resubmital Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.	Orginal Planning and Development Fee	No Change	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Planning & Development Department

		Additional Information	
Zoning			
Addressing			
City Initiated	Free	Free	0%
Addressing Assignments - 0-99	Free	Free	0%
Addressing Assignments - 100 or greater numbers	$1.00 per address number, maximum fee of $500.00	$1.00 per address number, maximum fee of $500.00	0%
Business Tax Reciepts			
Home Based	See Chapter 40 of the City Code of Ordinances	See Chapter 40 of the City Code of Ordinances	0%
Zoning Review (Home Based Businesses Only)	$25.00	$25.00	0%
Commercial	See Chapter 40 of the City Code of Ordinances	See Chapter 40 of the City Code of Ordinances	0%
Dog-Friendly Dining Permit	$100.00	$100.00	0%
Electric Carriage Permit (Semi-Annually)	$100.00	$100.00	0%
Horse-Drawn Vehicle Inspection and Permit (Annual)	$100.00	$100.00	0%
Outdoor Amplified Sound Permit	$100.00	$100.00	0%
Sandwich Board Permit	$75.00	$75.00	0%
Sidewalks Café	$100.00	$100.00	0%
Zoning Permit	$75.00	$75.00	0%
Zoning Verification or determinations letter	$75.00	$75.00	0%
Zoning Review (All Building Permits which require Zoning approval)			
Residential	$75.00	$75.00	0%
Accessory Structure	$50.00	$50.00	0%
Commercial	$100.00	$100.00	0%
Zoning Inspection			
Zoning Inspection (All Building Permits which require Zoning approval)	Free	Free	0%
Zoning Re-Inspection	$50.00	$50.00	0%
Landscape Inspection (includes new home)	Free	Free	0%
Landscape Re-Inspection	$50.00	$50.00	0%
Public Notice Fees			
Advertisments	At Cost	At Cost	0%
Mailings to abutting property owners	At Cost	At Cost	0%
*Resubmital Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.	Orginal Planning and Development Fee	No Change	
Historic			
Minor Historic Certificate of Appropriateness (includes extensions)	$100.00	$100.00	0%
Major Historic Certificate of Appropriateness	$150.00	$150.00	0%
Historic Marker or Plaque	Actual Production Cost	Actual Production Cost	
Historic Review for permitting	$25.00	NEW	
Other Services			
Notary seal for non-city business	Free	Free	0%
Pass Through Fees			
Pass Through-Fees: The City is hereby authorized to assess and collect fees, cost, and expenses relating to the review, inspection, appeal, regulation and defense of development activities pursuant to this Section.The Complete Pass Through Fees regulations are as contained in Section 2.7.4 of the City's Land Development Code.		No Change	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Fire Department Fees

Additional Information

FIRE DEPARTMENT FEES		LAST YEAR	% change
FIRE DEPARTMENT FEES			
Authorized Burn	$125.00	$125.00	0%
Firework/Pyrotechnic Display - includes inspection	$300.00	$300.00	0%
Sparkler Sales	$75.00	$75.00	0%
Fire Watch - Fire Personnel	Actual Cost + 10% administrative fee	Actual Cost + 10% administrative fee	0%
Fire watch - Equipment	$100.00 per vehicles, per day	$100.00 per vehicles, per day	0%
Tent with occupancy load over 30 persons or those used for	$25.00	$25.00	0%
Food Truck Inspection	$30.00 for 6 months	$30.00 for 6 months	0%
Routine Fire inspections up to 2,000 sq ft	$50.00	$50.00	0%
Routine Fire inspections from 2,001 sq ft to 4,000 sq ft	$125.00	$125.00	0%
Routine Fire inspections from 4,001 sq ft to 7,500 sq ft	$150.00	$150.00	0%
Routine Fire inspections from 7,501 sq ft to 15,000 sq ft	$200.00	$200.00	0%
Routine Fire inspections over 15,001 sq ft	$250.00	$250.00	0%
Re-inspections (1st Reinspection is included)	$50.00	$50.00	0%

CITY OF MOUNT DORA CITY FEE SCHEDULE

Library Services

Library Fees		Additional Information	
		LAST YEAR	% change
	Current Fees		
Library Services	US Dollars		
Library Membership Fee **(outside Lake County)**			
Annual	$40.00	$40.00	0%
Six Months	$20.00	$20.00	0%
Library Card Replacement Fee			
One Time	Free	Free	0%
Additional Replacements	$2.00	$2.00	0%
Overdue Fines			
Books/CDs/DVDs/DADs (Per Day)	$0.10	$0.10	0%
Computer Games/Cake Pans/Ukuleles (Per Day)	$1.00	$1.00	0%
Processing Fee for Materials Not Returned	$5.00	$0.00	100%
Max. on the $.10 fine item is $2.90 (After 29 Days, the Full Replacement Cost of the Item is Charged)	$2.90	$2.90	0%
Replacement Cost for Missing/Damaged Parts			
DVD Artwork	$5.00	$5.00	0%
Plastic Browser Sleeve	$3.00	$3.00	0%
Facility and Equipment Use Fees			
Mount Dora Nonprofit Civic/Educational/Intellectual Organization	Free	Free	0%
Non-Local Nonprofit Civic/Educational/Intellectural Organization	$40.00	$40.00	0%
Individuals/Homeowners Associations	$15.00 per hour (min. 2 hours)	$15.00 per hour (min. 2 hours)	0%
Business and Commercial Meetings, Seminars, Etc.	$75.00	$75.00	0%
Printing & Copying			
Per Page from Public Computer B&W	$0.10	$0.10	0%
Per Page from Public Computer Color	$0.30	$0.30	0%
Per Page from Public Computer Legal Size	$0.30	$0.30	0%
Per Page from Photocopier	$0.15	$0.15	0%
Faxing Per Page - Outgoing Only	$1.00	$1.00	0%
Food for Fines (each item donated must equal a dollar)	$1.00	$1.00	0%
Equipment Purchases			
USB Drives	$3.00	$3.00	0%
Headphones	$1.00	$1.00	0%

The Fees for the Library are per an Interlocal Agreementwith Lake County.

Definitions:
Resident: Incorporated Mount Dora residents may rent facilities for social and private functions. This includes weddings, banquets, birthday celebrations, anniversary parties, retirement parties, recognition parties, and meetings. Additional fees for personnel may apply. Proof of residence (e.g., driver's license, utility bill, property tax statement) is required.
Non-Resident: Any user that resides outside of Mount Dora proper. The purpose of the rental is for private functions that include parties, ceremonies, and meeting space. Additional fees for personnel may apply.
Commercial: Any user with the intent of charging ticketed fees or promoting enterprise for monetary gain.
Different fees may be established by executed contract.

Cemetery	**Resident**	**Non-Resident**	**Commercial**
Burial Space	$1,200	$1,800	N/A
Niche Space	$800	$1,200	N/A
Niche Engraving	Cost + 10%	Cost + 10%	N/A
Additional Internment Right (Additional Cremation Burial Right, up to 4)	$200	$400	N/A
Administration Fee (Transfer of Ownership, Grave Marking, Cremation Opening/Closing	$200	$200	N/A
After Hours Administration Fee (Cremation Opening/Closing on Evenings/Weekends)	$300	$300	N/A
Miscellaneous Fees		**Current**	
Memorial Bench & Plaque (Standard) - Includes all cost to install plus a 10% administrative fee		Cost + 10%	
~~Tree Donation (Standard Crepe Myrtle) - Includes all cost to install plus a 10% administrative fee~~		~~Cost + 10%~~	
Processing Fee (Non-Refundable)		$20	
Facility Rentals	**Resident**	**Non-Resident**	**Commercial**
Facility Rental Deposits (Refundable less $5 non-refundable administrative fee)	$100	$100	$100
Donnelly Park (Building, & Deck) per hour			
Hourly Rate	~~$30~~ $40	~~$50~~ $60	~~$70~~ $80
Daily Rate	~~$300~~ $400	~~$500~~ $600	~~$700~~ $800
~~**Community Building Auditorium (Upper Level, Theatre w/ Stage)**~~			
~~Hourly Rate~~	~~$55~~	~~$60~~	~~$65~~
~~Daily Rate~~	~~$550~~	~~$600~~	~~$650~~
Community Building (Lobby ONLY - Upper Level)			
Hourly Rate	$40	~~$45~~ $60	~~$50~~ $80
Daily Rate	$400	~~$450~~ $600	~~$500~~ $800
Community Building (Green Room ONLY - Lower Level)			
Hourly Rate	~~$20~~ $30	~~$25~~ $50	~~$30~~ $70
Daily Rate	~~$200~~ $300	~~$250~~ $500	~~$300~~ $700
Community Building (Entire Building) (Includes AV & Janitorial Staff)			
Hourly Rate	~~$115~~ $155	~~$115~~ $155	~~$115~~ $155
Daily Rate	~~$1,150~~ $1,550	~~$1,150~~ $1,550	~~$1,150~~ $1,550
The City reserves the right to reschedule any reservation to accommodate a Community Building production or special event that serves the entire community.			
Martin Luther King Jr. Center (per Hour)			
Hourly Rate	~~$20~~ $40	~~$40~~ $60	$80
Daily Rate	~~$200~~ $400	~~$400~~ $600	$800
Gilbert Park Pavilion 1 (Large 30x30) (per Hour)			
Hourly Rate	~~$10~~ $20	~~$20~~ $30	$40
Daily Rate	~~$100~~ $200	~~$200~~ $300	$400
Gilbert Park Pavilion 2 (Large 24x24)(per Hour)			
Hourly Rate	~~$5~~ $10	~~$10~~ $20	~~$20~~ $30
Daily Rate	~~$50~~ $100	~~$100~~ $200	~~$200~~ $300
Palm Island Pavilion (per Hour)			
Hourly Rate	$10	$20	~~$40~~ $30
Daily Rate	$100	$200	~~$400~~ $300
Forres Park Pavilion (small, no seating) (per Hour)			
Hourly Rate	~~$5~~ $10	~~$10~~ $20	~~$20~~ $30
Daily Rate	~~$50~~ $100	~~$100~~ $200	~~$200~~ $300
Evans Park Pad (per Hour)			
Hourly Rate	$30	$40	$50
Daily Rate	$300	$400	$500
Sunset Park Pad (per Hour)			
Hourly Rate	~~$15~~ $20	~~$20~~ $30	~~$25~~ $40
Daily Rate	~~$150~~ $200	~~$200~~ $300	~~$250~~ $400
Cauley Lott Park Pavilion (per Hour)			
Hourly Rate	~~$10~~ $20	~~$20~~ $30	$40
Daily Rate	~~$100~~ $200	~~$200~~ $300	$400
Frank Brown Sports Complex Pavilion (per Hour)			
Hourly Rate	~~$5~~ $10	~~$10~~ $20	~~$20~~ $30
Daily Rate	~~$50~~ $100	~~$100~~ $200	~~$200~~ $300
~~**Frank Brown Sports Complex Concession Stand**~~			
~~Hourly Rate~~	~~$15~~	~~$30~~	~~$60~~
~~Daily Rate~~	~~$150~~	~~$300~~	~~$600~~

Frank Brown Sports Complex Athletic Fields (Softball & Multipurpose)			
Field Rental (Each) per Hour	~~$10~~ $20	~~$20~~ $30	$40
Field Rental (Each) per Day	~~$100~~ $200	~~$200~~ $300	$400
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	$25	$25	$25
Multipurpose Lining (per hour) (2 hr min)	$40	$40	$40
Lighting per Hour	$40	$40	$40
~~**Lincoln City Sports Complex Concession Stand**~~			
~~Hourly Rate~~	~~$15~~	~~$30~~	~~$60~~
~~Daily Rate~~	~~$150~~	~~$300~~	~~$600~~
Lincoln City Sports Complex Athletic Fields (Softball & Baseball)			
Field Rental (Each) per Hour	~~$10~~ $20	~~$20~~ $30	$40
Field Rental (Each Per Day	~~$100~~ $200	~~$200~~ $300	$400
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	$25	$25	$25
Lighting per Hour	$40	$40	$40
Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)			
Hourly Rate	~~$5~~ $10	~~$10~~ $20	~~$20~~ $30
Daily Rate	~~$50~~ $100	~~$100~~ $200	~~$200~~ $300
Lincoln Avenue Pool			
Swimming Pool per Hour	$25	$50	$100
Lifeguards - 2 Guard Minimum per Hour	~~$15~~ $25	~~$15~~ $25	~~$15~~ $25

All rentals require a 2 hour minimum.
Rental fees for community outreach events may be waived per the discretion of the Parks & Recreation Director with approval of the City Manager.
The City of Mount Dora reserves the right to deny or cancel any events/rentals in any City-owned facility or park.

Recreation Programming			**Current**
Late Fee			$10
Recreation Program Registration			$10-$99
Clubs, Camps & Sports			**Current**
Senior Club			Free
Archery			$40
Softball & Kickball (per Team)			~~$275~~ $300
Softball & Kickball (per Player)			$25
Youth Soccer (each)			~~$75~~ $80
Youth Soccer (Pee Wee)			~~$65~~ $70
Youth Flag Football			$85
Youth Basketball (each)			~~$75~~ $80
Camps (per week) (non-specialty)			~~$125~~ $135
Specialty Camps (per week)			~~$140-$220~~ $140-$250
Camp Snack Fee (per week)			$15
T-Shirt Fee			~~$20~~ $25
Swim Team (per month)			$50
Classes			**Current**
Group Swim Lessons (8 lessons)			$50
Private Swim Lessons (5 lessons)			$150
Semi Private Swim Lessons (2 swimmers) (5 lessons)			$75
Lap Swim per visit			$3
Open Swim per visit			$3
Lifeguard Certification			~~$150~~ $250
Lifeguard Recertifcation			$175
Water Safety Instructor Certification			~~$300~~ $325
Fitness Class (per visit)			$4
CPR/First Aid Training			$50
Passes			**Current**
Monthly Group Fitness Pass (Aquatic & Land)			$24
Annual Aquatic & Fitness Pass			$225
Monthly Family Aquatic Pass (Family up to 5)			$50
Special Event			**Current**
Special Event Application fee is comprised of the following: administrative processing, use of traffic and pedestrian control devices (signage & barricades), use of public right of way and associated parks within the event footprint.			
Significant Event (150,000 + Attendance)			$650
Large Event (50,000 + Attendance)			$425
Medium Event (25,000+ Attendance)			$300
Small Event (5,000+ Attendance)			$125
Community Event (500+ Attendance)			$75
Vendor Fees			~~$50-$250~~ $50-$400

Recreation programs excluding specialty camps & private lessons offer 25% and 50% discount scholarships approved by application, a~~25%~~ 50% discount for City employees, and a $5 sibling discount. ~~excluding Before / After School Care Program.~~ Additional fees may be discounted or waived per the discretion of the Parks & Recreation Director with approval of the City Manager.

CITY OF MOUNT DORA CITY FEE SCHEDULE
ADDITIONAL FEES / COSTS

Photo Copies	Current	Additional Information: LAST YEAR	% change
One Side Letter or Legal (per page)	$0.15	$0.15	0%
Two Sided Letter or Legal (per page)	$0.20	$0.20	0%
11 x 17" Paper (per page)	$0.25	$0.25	0%
Over 11 x 17" Plan Sheet (per page)	Actual Cost	Actual Cost	0%
Certified Copies (per page)	$1.00	$1.00	0%
CD/DVD	$3.00	$3.00	0%
Fingerprint Card	$10.00	$10.00	0%
Electronic Fingerprint Card	$74.50	$74.50	0%
Standard Colored GIS Maps			
18" x 24" (Per Sheet)	$2.50	$2.50	0%
24" x 36" (Per Sheet)	$4.50	$4.50	0%
36" x 48" (Per Sheet)	$7.50	$7.50	0%
Custom Large Maps	.75 Per Sq Ft + $1.50 per Sheet	.75 Per Sq Ft + $1.50 per Sheet	0%
Over 11 x 17" Plan Sheet	Actual Cost	Actual Cost	0%
Reports and Code Copies			
Land Development Code	Actual Cost	Actual Cost	0%
Comprehensive Code	Actual Cost	Actual Cost	0%
City fo Mount Dora Historic Design Guidelines	Actual Cost	Actual Cost	0%
Other fees			
Electric Carriage inspections			

PERSONNEL

All charges to any firm, company or individual requiring outside services are to cover the total salary and benefits of the assigned personnel with an administrative fee included. All charges will be based on the actual salary and benefit burden of the positions requested / required plus a 10% administration fee. For special events, permited by the city the rates charged include the assigned staff vehicles.

EQUIPMENT COST

Any City owned vehicles, specialty equipment used for emergency events, call-outs and code enforcement actions or any other activities shall be charged based on the most current FEMA Schedule of Equipment Rates along with a ten percent (10%) administration fee and a thirty percent (30%) mobilization/demobilization fee.

All request by a firm, company or individual for City personnel or equipment shall pay a 50% deposit of the total cost prior to services provided. Remaining balance must be paid within seven days after completion of personnel and equipment being provided. In no case shall additional personnel or equipment be provided if there is an outstanding balance with the City.

FEE REDUCTIONS / MODIFICATIONS

The City Manager or his/her designee may reduce any miscellaneous fee if part of an interlocal agreement, memorandum of understanding between units of government or other agency, individual or company that the City Council has an agreement. However, said reduction shall not be less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Council may reduce said fees below the cost and expenses incurred by the City. This City Manager may not reduce fees related to utility rates.

The City Manager may increase any fee necessary in order to recoup all costs and expenses incurred by the City plus a 10% adminsitrative fee listed within the Fee Schedule. The City Manager may create any new program fees necessary related to Leisure Services programs and implement as part of any future Fee Schedule.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **January 7, 2025**

TO: **Honorable Mayor and City Council Members**

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Required Audit Planning Communications Letter with Governance

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Introduction:
Attached is the required audit planning communications letter with governance.

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:
Informational Item.

Attachment(s):
1. AUDIT PLANNING 2024 Trans Ltr-Final 12.9.24

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Rita Meade, Finance Director	Approved - 12/11/2024
	Jeanann Hand, City Clerk	Approved - 12/16/2024
	Vince Sandersfeld, City Manager	Final Approval - 12/16/2024

MSL
CPAs & ADVISORS

December 9, 2024

Ms. Jeanann Hand
City Clerk
City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

Dear Ms. Hand:

In accordance with auditing standards, attached is our Communication with Those Charged with Governance - Audit Planning 2024 report enumerating our audit approach for the City of Mount Dora, Florida (the City). This report outlines the scope of the audit engagement and what we have determined to be of significance to the fiscal year 2024 audit.

The City Council is the group comprising those charged with governance, as defined in the standards and Florida Statutes. Accordingly, we request that you distribute this information to each Council Member to fulfill this obligation.

MSL, P.A. is dedicated to delivering the quality service you expect and deserve. We appreciate the opportunity to serve the City. Should you have any questions, please contact me at (407) 740-5400.

Respectfully submitted,

Wm. Blend

William Blend, CPA, CFE
Engagement Shareholder

Attachment

255 South Orange Avenue, Suite 600 • Orlando, FL 32801-3428 • 407.740.5400 • mslcpa.com

CITY OF MOUNT DORA, FLORIDA

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

AUDIT PLANNING 2024

Year Ended September 30, 2024

MSL
CPAs & ADVISORS

December 9, 2024

City Council
Mount Dora, Florida

Our professional standards require that we inform you of certain matters related to our audit of the City of Mount Dora, Florida's (the City) financial statements for the fiscal year ended September 30, 2024. This document is intended to convey those matters to you.

Our audit is designed to express an opinion on the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information comprising the basic financial statements of the City. We have performed an initial assessment of risk areas we consider significant to the risk of material misstatement of the City's financial statements. Based on our assessment, we intend to execute our audit plan using procedures to mitigate those risks.

Communication is an essential part of the audit process. After reviewing our plan, if you have any questions, concerns, or would like us to consider other matters, please contact me at (407) 740-5400, or you can reach me directly on my cell phone at (407) 920-2158.

In addition, we are pleased to provide you with a copy of our most recent Peer Review Report (attached). The public accounting industry has placed significant emphasis on strengthening the peer review process. This emphasis is focused on improving public accounting and auditing standards to protect the public and ensure the reliability of audited financial information. With these more stringent requirements, we are proud to inform you that our 2023 Peer Review Report had no findings. In accordance with Peer Review Standards, the selection of our governmental clients was also included in this review.

We are dedicated to delivering the quality service you expect and deserve. We appreciate the opportunity to serve the City.

Respectfully submitted,

Wm. Blend

William Blend, CPA, CFE
Engagement Shareholder

Attachment

255 South Orange Avenue, Suite 600 • Orlando, FL 32801-3428 • 407.740.5400 • mslcpa.com

City of Mount Dora, Florida
Audit Planning 2024
Required Communications Under *Government Auditing Standards*

Audit Schedule and Current Status

Below is a table of our agreed-upon audit schedule for the 2024 audit:

July 2024	Interim fieldwork
January – February 2025	Year-end fieldwork
March 2025	Complete ACFR review by auditors and final draft with audit opinion returned to the City

Interim fieldwork was performed in July 2024. Wrap-up is currently ongoing, but no significant issues have been identified thus far. Any identified issues will be subsequently communicated to management and governance if noted.

Accounting and Reporting Standards Impacting Governmental Audits

New *Government Accounting Standards* Issued

- GASB 99 - *Omnibus 2022*. The requirements related to extension of the use of London Interbank Offered Rate (LIBOR), accounting for Supplemental Nutrition Assistance Program (SNAP) distributions, nonmonetary transactions, pledges of future revenues by pledging governments, clarification of Statement 34, and terminology updates to Statement 53 & 63 were effective upon issuance. The requirements of this standard relating to Leases, PPP's, and SBITAs became effective for fiscal year end September 30, 2023. The requirements related to financial guarantees and derivative instruments within the scope of Statement 53 are effective for fiscal year end September 30, 2024. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. The practice issues addressed by this Statement are as follows: Classification and reporting of derivative instruments within the scope of Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments;* Clarification of provisions in Statement No. 87, *Leases;* Clarification of provisions in Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements;* Clarification of provisions in Statement No. 96, *Subscription-Based Information Technology Arrangements;* Extension of the period during which the LIBOR is considered an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap that hedges the interest rate risk of taxable debt; Accounting for the distribution of benefits as part of SNAP; Disclosures related to nonmonetary transactions; Pledges of future revenues when resources are not received by the pledging government; Clarification of provisions in Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments;*

Accounting and Reporting Standards Impacting Governmental Audits *(Cont.)*

New *Government Accounting Standards* Issued *(Cont.)*

- GASB 99 - *Omnibus 2022 (Cont.).* Terminology updates related to certain provisions of Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position;* and Terminology used in Statement 53 to refer to resource flows statements. This standard is not expected to impact the City's financial statements.

- GASB 100 - *Accounting Changes and Error Corrections – An Amendment of GASB 62*. This standard will become effective for fiscal year end September 30, 2024. This Statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This Statement also addresses corrections of errors in previously issued financial statements. This standard is not expected to impact the City's financial statements.

- GASB 101 - *Compensated Absences.* This standard will be effective for fiscal year end September 30, 2025. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used. This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. Management is aware of this standard and intends to properly evaluate the impact and ensure that any accounting and reporting impact is properly addressed in the year the standard is required to be implemented.

Accounting and Reporting Standards Impacting Governmental Audits *(Cont.)*

New *Government Accounting Standards* Issued *(Cont.)*

- GASB 102 - *Certain Risk Disclosures.* This standard will be effective for fiscal year end September 30, 2025. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement defines a concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A constraint is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority. Concentrations and constraints may limit a government's ability to acquire resources or control spending. This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact to have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. If a government determines that those criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. This statement is not expected to impact the City's financial statements.

Accounting and Reporting Standards Impacting Governmental Audits *(Cont.)*

New *Government Accounting Standards* Issued *(Cont.)*

- GASB 103 - *Financial Reporting Model Improvements.* This standard will be effective for fiscal year end September 30, 2026. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement continues the requirement that the basic financial statements be preceded by management's discussion and analysis (MD&A), which is presented as required supplementary information (RSI). This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements. This Statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI. Management is aware of this standard and intends to properly evaluate the impact and ensure that any accounting and reporting impact is properly addressed in the year the standard is required to be implemented.

New Auditing Standards Issued

There are no new auditing standards issued in the current year that would impact the City's audit.

Significant Audit and Financial Reporting Issues Identified

The following is a list of audit areas we consider significant to ensure that we plan our audit to properly address the risk of material misstatement and noncompliance affecting the City's financial statements. Please review this list. If you have any questions, or believe the list is incomplete, please contact us to ensure that we have properly identified all significant areas.

- Internal control over financial accounting and reporting
- Information Technology (IT) systems
- Financial statement preparation procedures
- Capital assets accounting, including depreciation, project tracking, etc.
- Investment policies and procedures, portfolio management, income allocation, etc.
- Revenue recognition policies and procedures
- Debt, including compliance with applicable covenants
- Payroll processing
- Net Position/Fund Balance classifications
- Budgetary compliance and accountability
- Compliance with contracts, laws, regulations, and grant agreements
- Consideration of fraud, waste, and abuse
- Compliance testing of grant funding

Single Audit

The City should identify which types of compliance requirements from the OMB *Compliance Supplement* and Chapter 69I-5, *Compliance Supplement,* are applicable to each of the major federal programs or state projects selected for testing.

Identification of Financial Statement Elements

We will audit the City's basic financial statements for the year ended September 30, 2024. The basic financial statements include Government-wide Financial Statements, Fund Financial Statements, and Notes to the Financial Statements.

Accounting standards generally accepted in the United States of America provide for certain RSI, such as MD&A, budgetary comparison schedules, OPEB Plan schedules, and Pension schedules to accompany the basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI, but it will not be audited. These limited procedures will principally consist of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it.

Supplementary information other than RSI, such as combining and individual fund financial statements and the Schedule of Expenditures of Federal Awards, also accompanies the City's basic financial statements. We will subject this supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

The introductory and statistical sections accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

Auditor Responsibilities

As your auditors, we are responsible for:

- Expressing opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (GAAP) and to report on the fairness of the additional information referred to under **Identification of Financial Statement Elements** when considered in relation to the basic financial statements taken as a whole.
- Reporting on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

Auditor Responsibilities (***Cont.)***

- Reporting on internal control related to major federal programs and state projects, and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major federal program in accordance with the Single Audit Act Amendments of 1996 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (2 CFR Part 200), the requirements described in the Department of Financial Services *State Projects Supplement,* and Chapter 10.550, *Rules of the Auditor General*.
- Informing you in our reports on internal control and compliance that the reports are intended for the information and use of the City, management, specific legislative or regulatory bodies; and are not intended to be, and should not be, used by anyone other than these specified parties.
- Informing you in advance of any reasons that would result in us issuing other than unmodified reports on the financial statements or the Single Audit compliance opinions.
- Informing you that we may decline to express opinions or to issue a report as a result of this engagement if we are unable to complete the audit or are unable to form, or have not formed, those opinions.
- Conducting our audit in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance; Chapter 10.550, *Rules of the Auditor General;* and other procedures we consider necessary to enable us to express such opinions and to render the required reports.
- Communicating to you the planned audit schedule. Page 2 of this report documents the timetable agreed upon with management for the September 30, 2024 audit.
- Communicating audit areas we consider significant to ensure that we plan our audit to properly address the risk of material misstatement to your financial statements. A list of those areas can be found on page 6 of this report.
- Communicating the concept of materiality. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for the fair presentation of your basic financial statements in conformity with GAAP, while other matters are not important. In performing the audit, based on our professional judgment, we assess matters that, either individually or in the aggregate, could be material to the financial statements. Our consideration of materiality is based on our professional judgment.
- Informing you that at the completion of the audit we will be requesting certain representations from management at the conclusion of the audit.

Auditor Responsibilities (*Cont.)*

- We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we have secured confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers.
- Informing you regarding some general audit procedures, as well as procedures related to internal controls and compliance. Discussion of those items follows.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from attorneys representing the City as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards,* the Uniform Guidance, and the Florida Single Audit Act.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance and the Florida Single Audit Act also require that we plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Uniform Guidance and the Florida Single Audit Act *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major federal programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major federal and state programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Governance and Management Responsibilities

Those charged with governance and management, except where indicated, are jointly responsible for:

- The basic financial statements and all accompanying information, as well as all representations contained therein in conformity with GAAP.
- Making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions.
- Acknowledging in the management representation letter, that it has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them.
- Management has designated the Finance Director as the responsible party for oversight of its audit.
- Establishing and maintaining internal controls, including monitoring ongoing activities; the selection and application of accounting principles; and the fair presentation in the basic financial statements in conformity with GAAP.
- Making all financial records and related information available to us, and for the accuracy and completeness of that information. Adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements.
- The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. This responsibility includes informing us of any allegations of fraud, or suspected fraud, affecting the City received in communications from employees, former employees, grantors, regulators, or others.
- Identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.
- Establishing and maintaining a process for tracking the status of audit findings and recommendations.
- Identifying for us previous audits, other engagements, or studies related to the objectives discussed in the Audit Procedures section. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, other engagements, or studies. Management is also responsible for providing its views on our current findings, conclusions, and recommendations, as well as planned corrective actions.

Auditor General

The following are compliance areas identified by the Auditor General to test on an annual basis if they are applicable and are determined to have a direct and material effect on the financial statements:

- Determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding and second preceding annual financial audit reports.
- Address in the management letter any recommendations to improve financial management, accounting procedures, and internal controls.
- Address violations of provisions of contracts and grant agreements or abuse that has an effect on the financial statements that is less than material but worthy of management's attention.
- Disclose in the management letter, or in the notes to the financial statements, the name or official title and legal authority for the primary government and each component unit of the reporting entity.
- Include a statement in the management letter as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met.
- Apply financial condition assessment procedures in connection with our audit.

The following is a compliance area identified by the Auditor General where a separate opinion on compliance is reported:

- Review compliance with the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds.

HHM

CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

November 3, 2023

To The Owners of MSL, P.A. and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of MSL, P.A. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of MSL, P.A. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. MSL, P.A. has received a peer review rating of *pass*.

Henderson Hutcherson & McCullough, PLLC

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AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA