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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600584-09/TLR - Seminole County Trail & Trailhead Landscape Maintenance

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Tammy Roberts

**EXT:** 7115

**MOTION/RECOMMENDATION:**

Award RFP-600584-09/TLR - Seminole County Trail & Trailhead Landscape Maintenance to Vila & Son Landscaping, Winter Garden.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600584-09/TLR will provide for all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability, to complete work requirements within the response times and quality standards established, to include but not limited to landscaped bed maintenance, mulching, weed and pest control, fertilization, and turf maintenance on Seminole County Trails and Trailheads.

This project was publicly advertised and the County received eight (8) submittals in response to the solicitation. The Review Committee, which consisted of Bryan Nipe, Greenways and Natural Lands Manager; William Pandos, Lead Inspector; and Chris Thalasinis, Sr. Grounds Coordinator, evaluated the responses. Consideration was given to the technical plan, qualifications and experience, and fee schedule. Authorization for services shall begin upon execution of the agreement and shall remain in effect for five (5) years, based upon performance.

Supporting documents include the tabulation sheet, ranking consensus including supporting narrative, and agreement as prepared by the County Attorney's Office.

**STAFF RECOMMENDATION:**

Staff recommends the Board to award RFP-600584-09/TLR - Seminole County Trail & Trailhead Maintenance to Vila & Son Landscaping, Winter Garden.

**ATTACHMENTS:**

1. Consensus
2. Agreement
3. Tabulation sheet

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**RFP-600584-09/TLR**  
**Seminole County Trail & Trailhead Landscape Maintenance**  
**CONSENSUS REPORT**

Evaluation Criteria: <b>Vendor</b>	Highly Acceptable	Acceptable	Marginal	Total/Rank
Vila & Son Landscaping	9			9 / 1
Carol King Landscape		6		6 / 3
D & A Building Services			1	1 / 5
Nanak's Landscaping	6	2		8 / 2
P & L Lawn Maintenance			2	2 / 4
Becker Landscape			2	2 / 4
AmeriScapes Landscape			2	2 / 4
Servello & Son		2		2 / 4

**Evaluation Key:**

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

The Evaluation Team Recommends award of this project to:

Vila & Son Landscaping

**Evaluators**

Evaluator #1 – Bryan Nipe, Natural Lands Manager

Evaluator #2 – William Pandos, Lead Inspector

Evaluator #3 –Chris Thalasinis, Sr. Grounds Coordinator

Evaluations  
RFP-600584-09/TLR - SC Trail & Trailhead Landscape

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Congratulations on your selection as an Evaluation Team Member!  
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?  
Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal interest. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

RESPONSE #1: Vila & Son:

#1: Fees and Expenses - Remarks:

Lowest Bid

#1: Past Performance - Remarks:

Vila has done a good job during installation and maintenance on Trails and roadways

#1: Management and Technical Approach - Remarks:

Vila provided a sound management plan and provided adequate equipment.

#1: Overall Ranking of Proposer #1:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #1	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #2: Carol King:

#2: Fees and Expenses - Remarks:

#2 bidder

#2: Past Performance - Remarks:

Unknown

#2: Management and Technical Approach - Remarks:

Carol King provided a sound management plan and provided adequate equipment.

#2: Overall Ranking of Proposer #2:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #2	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #3: D & A Building Services:

#3: Fees and Expenses - Remarks:

#3 bidder

#3: Past Performance - Remarks:

Unknown

#3: Management and Technical Approach - Remarks:

Provided list of references

#3: Overall Ranking of Proposer #3:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #3	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

RESPONSE #4: Nanak's:

#4: Fees and Expenses - Remarks:

#4 Bidder

#4: Past Performance - Remarks:

Excellent maintenance on Landscaped Roadways

#4: Management and Technical Approach - Remarks:

Nanak provided a sound management plan and provided adequate equipment.

#4: Overall Ranking of Proposer #4:

HA A M  
1 2 3 Unacceptable

Proposer #4

RESPONSE #5: P & L Lawn Maintenance:

#5: Fees and Expenses - Remarks:

#5: Past Performance - Remarks:

#5: Management and Technical Approach - Remarks:

#5: Overall Ranking of Proposer #5:

HA A M  
1 2 3 Unacceptable

Proposer #5

RESPONSE #6: Becker:

#6: Fees and Expenses - Remarks:

#6: Past Performance - Remarks:

#6: Management and Technical Approach - Remarks:

#6: Overall Ranking of Proposer #6:

HA A M  
1 2 3 Unacceptable

Proposer #6

RESPONSE #7: AmeriScapes:

#7: Fees and Expenses - Remarks:

#7: Past Performance - Remarks:

#7: Management and Technical Approach - Remarks:

#7: Overall Ranking of Proposer #7:

HA A M  
1 2 3 Unacceptable

Proposer #7

RESPONSE #8: Servello & Son:

#8: Fees and Expenses - Remarks:

#8: Past Performance - Remarks:

#8: Management and Technical Approach - Remarks:

#8: Overall Ranking of Proposer #8:

HA A M  
1 2 3 Unacceptable

Proposer #8

Created at 4/7/2009 12:25 PM by [Nipe, Bryan](#)

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Evaluations  
RFP-600584-09/TLR - SC Trail & Trailhead Landscape

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Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:  
:

Yes

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Yes

RESPONSE #1: Vila & Son:

#1: Fees and Expenses - Remarks:

Clear fee structure, included emergency crew price & equipment list.

#1: Past Performance - Remarks:

Solid company with large list of current work.

#1: Management and Technical Approach - Remarks:

Clearly stated.

#1: Overall Ranking of Proposer #1:

	HA	A	M
	1	2	3 Unacceptable
Proposer #1	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #2: Carol King:

#2: Fees and Expenses - Remarks:

#2: Past Performance - Remarks:

#2: Management and Technical Approach - Remarks:

Lacking detail under staffing section. No mention of mowing in this section.

#2: Overall Ranking of Proposer #2:

	HA	A	M
	1	2	3 Unacceptable
Proposer #2	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

RESPONSE #3: D & A Building Services:

#3: Fees and Expenses - Remarks:

Did not include trash in bid.

#3: Past Performance - Remarks:

Good.

#3: Management and Technical Approach - Remarks:

Well organized, professional.

#3: Overall Ranking of Proposer #3:

	HA	A	M
	1	2	3 Unacceptable
Proposer #3	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

RESPONSE #4: Nanak's:

#4: Fees and Expenses - Remarks:

#4: Past Performance - Remarks:

This company has positive history with us. Also listed contact #'s with references.

#4: Management and Technical Approach - Remarks:

Well organized, spread sheet graph included.

#4: Overall Ranking of Proposer #4:

	HA	A	M
	1	2	3 Unacceptable

Proposer #4 |      
RESPONSE #5: P & L Lawn Maintenance:

#5: Fees and Expenses - Remarks:  
Fair

#5: Past Performance - Remarks:  
OIA long term contract.

#5: Management and Technical Approach - Remarks:  
Unclear work load graph.

#5: Overall Ranking of Proposer #5:

HA A M  
1 2 3 Unacceptable

Proposer #5 |

RESPONSE #6: Becker:

#6: Fees and Expenses - Remarks:  
Low price on mulch.

#6: Past Performance - Remarks:  
Short list.

#6: Management and Technical Approach - Remarks:  
Clear Org. chart.

#6: Overall Ranking of Proposer #6:

HA A M  
1 2 3 Unacceptable

Proposer #6 |

RESPONSE #7: AmeriScapes:

#7: Fees and Expenses - Remarks:

#7: Past Performance - Remarks:  
Small equipment list. No list of length of existing contracts.

#7: Management and Technical Approach - Remarks:  
Has managers will hire labor, limited existing labor of known background.

#7: Overall Ranking of Proposer #7:

HA A M  
1 2 3 Unacceptable

Proposer #7 |

RESPONSE #8: Servello & Son:

#8: Fees and Expenses - Remarks:

#8: Past Performance - Remarks:  
Short list. Vast area.

#8: Management and Technical Approach - Remarks:

#8: Overall Ranking of Proposer #8:

HA A M  
1 2 3 Unacceptable

Proposer #8 |

Created at 4/7/2009 2:17 PM by [Thalasinis, Chris](#)  
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Evaluations  
RFP-600584-09/TLR - SC Trail & Trailhead Landscape

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Are you willing to present a clear picture of the issues considered during the evaluation?  
I have read and will comply with the above requirement:

Yes  
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No  
RESPONSE #1: Vila & Son:  
highly acceptable  
#1: Fees and Expenses - Remarks:  
very aggressive bid to provide the maintenance  
#1: Past Performance - Remarks:  
Vila is an established contractor very experienced.  
#1: Management and Technical Approach - Remarks:  
Vila has qualified staff members in the horticulture field, have large fleet.  
#1: Overall Ranking of Proposer #1:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #1	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #2: Carol King:  
Acceptable  
#2: Fees and Expenses - Remarks:  
they provided a good bid amount.  
#2: Past Performance - Remarks:  
The applicant to have established contracts  
#2: Management and Technical Approach - Remarks:  
The show team members  
#2: Overall Ranking of Proposer #2:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #2	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #3: D & A Building Services:  
unacceptable  
#3: Fees and Expenses - Remarks:  
very underprice for the amount of work.  
#3: Past Performance - Remarks:  
Show some experience  
#3: Management and Technical Approach - Remarks:  
show some qualifications  
#3: Overall Ranking of Proposer #3:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

RESPONSE #4: Nanak's:  
acceptable  
#4: Fees and Expenses - Remarks:  
ok  
#4: Past Performance - Remarks:  
provides good background.

#4: Management and Technical Approach - Remarks:

provide team structure and equipment

#4: Overall Ranking of Proposer #4:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #4	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

RESPONSE #5: P & L Lawn Maintenance:

moderate

#5: Fees and Expenses - Remarks:

ok

#5: Past Performance - Remarks:

not to much info provided

#5: Management and Technical Approach - Remarks:

provide equipment inventory

#5: Overall Ranking of Proposer #5:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #5	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

RESPONSE #6: Becker:

moderate

#6: Fees and Expenses - Remarks:

ok

#6: Past Performance - Remarks:

limited

#6: Management and Technical Approach - Remarks:

limited

#6: Overall Ranking of Proposer #6:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #6	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

RESPONSE #7: AmeriScapes:

moderate

#7: Fees and Expenses - Remarks:

high

#7: Past Performance - Remarks:

little info

#7: Management and Technical Approach - Remarks:

limited

#7: Overall Ranking of Proposer #7:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #7	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

RESPONSE #8: Servello & Son:

unacceptable

#8: Fees and Expenses - Remarks:

high

#8: Past Performance - Remarks:

provides info

#8: Management and Technical Approach - Remarks:

provides info

#8: Overall Ranking of Proposer #8:

	HA	A	M	
	1	2	3	Unacceptable
Proposer #8	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Created at 4/1/2009 1:04 PM by [Pandos, William](#)

Last modified at 4/1/2009 1:04 PM by [Pandos, William](#)

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
SEMINOLE COUNTY TRAIL AND TRAILHEAD  
(RFP-600584-09/TLR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **VILA & SON LANDSCAPING CORP.**, duly authorized to conduct business in the State of Florida, whose address is 1900 Williams Road, Winter Garden, Florida 34787, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide landscape maintenance services for the Seminole County Trails and Trailheads; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of a CONTRACTOR; and

**WHEREAS**, CONTRACTOR is competent and qualified to furnish services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

**SECTION 2. COMPENSATION AND PAYMENT.**

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated on Exhibit B. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated Fee above per year. The CONTRACTOR shall be paid at the rates as set forth in Exhibit B, attached hereto.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

**SECTION 3. BILLING AND PAYMENT.**

(a) CONTRACTOR shall render  to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

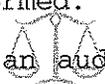
Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Leisure Services  
845 Lake Markham Road  
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**SECTION 4. AUDIT OF RECORDS.**

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an  audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 3(b).

(b) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this

Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 5. RESPONSIBILITY OF CONTRACTOR.**

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

**SECTION 6. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for five (5) years.

**SECTION 7. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color,

religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 9. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 10. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 11. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional

associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 12. INDEMNIFICATION OF COUNTY.** CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

**SECTION 13. INSURANCE.**

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval  by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and

maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without  limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper

proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

**SECTION 14. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures

for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 15. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 18. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

**SECTION 19. EMPLOYEE STATUS.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 20. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**SECTION 21. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 22. NOTICES.**  Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Leisure Services  
845 Lake Markham Road  
Sanford, Florida 32771

**For CONTRACTOR:**

Vila & Son Landscaping Corp.  
1900 Williams Road  
Winter Garden, Florida 34787

**SECTION 23. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**SECTION 25. CONFLICT OF INTEREST.**

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

***(Signature Page Follows)***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST: VILA & SON LANDSCAPING CORP.

\_\_\_\_\_, Secretary By: \_\_\_\_\_ RICARDO P. LEAL, President  
(CORPORATE SEAL) Date: \_\_\_\_\_

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida. By: \_\_\_\_\_ BOB DALLARI, Chairman  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/sjs  
2/9/09, 4/2/09, 4/17/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600584-09.doc

Attachments:  
Exhibit A - Scope of Services  
Exhibit B - Rate Schedule

## Section 1 – Description of Services

The Contractor will be responsible for all labor, materials, equipment, coordination and incidentals necessary for Trail and Trailhead Landscape Maintenance as specified in the RFP documents.

### Award – Fee Incentive

To promote excellent grounds maintenance services, the County will offer the Contractor the opportunity to earn an additional five (5) year of contract term. This action will occur if certain performance thresholds are met. If seventy-five percent (75%) of the Contractor's monthly inspections, during the initial five (5) year period, are scored at 85% or higher, as outlined by the *Performance Work Standards* in Section 1, 3.0 of the RFP documents, the County will grant the Contractor an additional five (5) year contract term.

## Definitions

**Contractor** - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

**Contract Administrator** – The authorized representative of County who is assigned to the project.

**COUNTY** - Seminole County, a political subdivision of the State of Florida; the owner.

**Day** - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

**Defect or Defective** - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to approval (unless responsibility for the protection thereof has been assumed by COUNTY).

**Emergency Work** – Any unforeseen circumstance or combination of circumstances that requires immediate action.

**Grace Period** – The extended time granted to the Contractor to perform or re-perform work beyond its scheduled time requirement.

**Inspection** – The critical examination of a facility, structure, system, or procedure to discover and remedy problems, discrepancies and inefficiencies.

**Project Manager** - The authorized representative of Contractor who is assigned to the Project.

**Quality Control Program** – This term shall mean all necessary measures taken by the Contractor to assure that the quality of an end product or service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistence, and conformity to standards and/or specifications.

**Specifications** - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the qualities of Materials and labor to be furnished under the Contract Documents.

## Performance Work Statement

**1.1 SCOPE OF WORK.** The Contractor shall provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein.

### 1.2 PERSONNEL

**1.2.1 County Representative** - All work in this contract will be under the supervision of the designated County Representative from the Greenways and Natural Lands Division, 845 Lake Road Sanford FL 32771 (407) 665 2001.

**1.2.2 Contractor Representative** – The Contractor will staff a full time representative who will coordinate with the County's Representative. The work schedule shall contain the route to be followed and the location of work on each day. The Contractor shall notify the County's Representative prior to any schedule variance. The notification shall occur before 8:00 a.m. on the day of the schedule variance. This should be coordinated with the County's Representative, who will perform inspections and verify that the work has been completed as scheduled and handle problems that may arise.

**1.2.3 Other Personnel Requirements** – The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. Information for back-ground checks shall be required from awarded contractor on all on-site personnel. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements. The Contractor shall submit daily reports to the County's Representative, via email in spreadsheet format, containing the location of work in progress and the percentage of work completed to date. Failure to submit daily reports of completed work shall result in non payment for scheduled services. For the purpose of this contract, all cyclical scheduled work must be completed by that respective Saturday.

**1.2.4 Prohibition against hiring off-duty County employees** – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

**1.2.5 Employee Physical Capabilities** – There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.

**1.2.6 Standards of Conduct for Contractor Personnel** – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor

shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

**1.2.7 Employee Identification** –All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.

**1.2.8 Contractor Availability** – The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

**1.2.9 Control of Personnel** – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

**1.2.10 Personnel Selection** – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

**1.3 QUALITY CONTROL PROGRAM.** The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.

**1.4 REWORK.** Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed. Rework is solely at the option of the County. The fact that a specific task has or has not been reworked will in no way effect the results of quality assurance random sampling, the calculated acceptable percentage or deductions which

may result there from. Rework shall be accomplished within one (1) calendar day of notification by the County at no additional cost to the County. Contractor shall notify the County Contract Administrator or designated representative when rework requirements have been completed.

**1.5 QUALITY ASSURANCE.** The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at randomly chosen buildings. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards*.

**1.6 PERFORMANCE EVALUATION MEETINGS.** The Contractor's Project Manager may be required to meet at least bi-weekly with the County Contract Administrator during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County.

**1.7 SAFETY.** The Contractor shall comply with the most current edition of the FDOT Accident Prevention Procedures Manual pertaining to employee safety and applicable OSHA standards. The Contractor will be responsible for obtaining a copy of this manual by contacting FDOT Maps and Publications Department in Tallahassee.

**1.8 SMOKE FREE ENVIRONMENT.** Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.

**1.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS.** Days designated by Seminole County as legal holidays. These days are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

**1.10 SECURITY.** The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.

**1.11 OFFICE AND STORAGE AREA.** The Contractor shall furnish his/her own office and storage area off post.

**1.12 VEHICLE REGISTRATION.** All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall

be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.

**1.13 CIRCUMSTANCES TO BE REPORTED.** The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.

**1.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES.** The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

**1.15 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER.** The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.

**1.16 EQUIPMENT/SUPPLIES.** The Contractor shall furnish all equipment and supplies necessary to perform the required services.

**1.17 HAZARDOUS CHEMICALS.** When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.

**1.18. MATERIAL SAFETY DATA SHEETS.** The Contractor shall submit, at the request of the County Contract Administrator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.

**1.19. PREMISES.** Contractor shall assume full responsibility for any damage to any County, other contractors, or home owner's property caused or alleged to have been caused by or incident to the execution of this Work.

**1.20 MAINTENANCE OF TRAFFIC.** The Maintenance of Traffic shall conform to the Florida Department of Transportation's (FDOT) most current editions of "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." These documents can be ordered from the State of Florida Department of Transportation, Map and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. A proposed traffic control plan shall be submitted to County Representative for approval prior to starting work. Lane closures will be limited to non-peak traffic volume hours and only as approved by the County Traffic Engineering Division.

## Scope of Services

### 1.21 – LANDSCAPED BED MAINTENANCE

#### A. INTENT

Landscaped Bed Maintenance constitutes professionally sustaining all landscape areas within the designated limits of the trail system including beds and planted medians within trailheads and trails to the highest quality standards within the industry. Plant maintenance shall include, but not be limited to shearing, pruning, mulching, weeding, fertilizing, chemical applications, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of deceased/dying plant material, the Contractor shall obtain County authorization.

The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the County's Representative within twenty-four (24) hours of the completion of each cycle.

#### B. METHOD OF OPERATIONS

All mulched areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. Removal of dead shrubs and groundcover shall be included under routine Landscape Bed Maintenance. The Contractor shall notify and obtain approval by the County's Representative prior to removing dead material.

The Contractor shall prune all plants from the edges of roads, driveways, fences and sidewalks to insure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental tree pruning to keep trail clearance at no less than 10' (ten feet) above pavement and no less than 3' (three feet) back from edge of pavement shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections will occur on all trees and shrubs according to the I.S.A. standards.

#### C. QUALITY

Shrubs, groundcovers, sod, trees, and materials damaged by the Contractor and work deemed unsatisfactory by the County shall be replaced or redone by the Contractor at his/her expense. Replacement plants shall conform to the species/variety, grade, standard, and size to match existing plants. Replacement material, which is smaller or otherwise different from the original plants, must have prior County approval.

**D. QUANTITY AND FREQUENCY OF MAINTENANCE**

Bed maintenance cycles @  
18 per year

January	February	March	April	May	June	July	August	Sept.	October	November	Dec.
1	1	1	1	2	2	2	2	2	2	1	1

**E. PEST CONTROL/WEEDING**

Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices. Weeds and grass in beds or mulched areas will be removed each ordered cycle by hand or selectively by chemical, provided that chemicals will not result in damage to plants or leave an unsightly appearance. Weeds along and in the pavement edge of curb lines of the hard-scaped medians and medians containing landscape materials shall be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas. The cost of work and materials for weeding shall be included in the unit price Proposal for Landscape Bed Maintenance. For bidding purposes eighteen (18) cycles have been estimated. Machine edge all beds and power blow any clippings from curb and roadway/trail. **All bags and debris are to be removed that day of service, no exceptions.**

**F. APPLICATION OF INSECTICIDES AND FUNGICIDES**

Planting beds attacked by, or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the County's Representative prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, turf or trees deemed to be infested by the County Representative per consultant recommendations.

The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price Proposal for Landscape Bed Maintenance.

Disease and other pests shall be identified and reported to the County with recommendation of remedial treatment within hours of the site visit. If directed by the County Representative, work shall be completed within two (2) days from time of notification. Upon County approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

## G. FERTILIZATION

The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the County Representative with the fertilizer label and a sample of the fertilizer to be spread.

### 1. Formula

The formula to be used on all plant material shall be **14-4-14**, or any other comparable fertilizer approved by the County Representative.

### 2. Rate

This fertilizer shall be applied **annually in the spring at the rate of seven pounds per 1000 square feet or 312 pounds per acre.**

## H. HERBICIDE

Herbiciding constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the County's Representative.

The non selective post-emergent herbicides used shall be *Glyphosphate* or County approved equivalent applied in conformance with the manufacturer's instructions. The application of pre-emergent herbicide should be considered and incorporated into the schedule. The cost of all work and materials for herbiciding shall be in the unit price Proposal for Landscape Bed Maintenance.

Note: Herbicides shall not be used as a substitute for planter bed edging.

### 1. Quantity and Frequency of Herbicide Treatment

The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.

### 2. Limitation of Operations

Herbicide treatment will be on an as-needed basis during the cycles for Landscape Bed Maintenance. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at this/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.

3. Quality

If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the County. Overspray of herbicide resulting in plant or turf mortality will result in replacement at no additional expense to County.

I. MULCHING

Mulching constitutes providing and placing Mini-Pine Bark Nuggets mulch in designated areas.

1. Quantity and Frequency of Mulching

Mini-Pine Bark Nugget mulch shall be installed as directed in all Landscape Beds in a settled manner to a depth of three (3) inches. All curb; roadway and bed line edges will be trenched to help contain the applied mulch. For bidding purposes one (1) cycle has been estimated for mulching work.

2. Method of Operations

Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.

3. Quality

Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards.

2.2 - TURF MAINTENANCE

A. TRAIL EDGING

All paved trails shall be edged quarterly parallel with asphalt and concrete edges with a mechanical edger. Edging shall not be considered complete until all undesirable material has been removed from over the above mentioned areas. Failure to do so will result in non-payment for entire area. Hand held or walk behind edgers will be the only method approved for edging.

Edging cycles @ 4 per year

January	February	March	April	May	June	July	August	September	October	November	December
		1			1			1			1

B. HERBICIDE

Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. *Glyphosphate* will be the only herbicide allowed to be used, any other type of herbicide will require approval by the County Representative. The Rate of Herbicide that is applied is to comply with the

manufacturer's label. Herbicide shall not be used as a replacement for weed-eating, edging or in areas susceptible to erosion.

C. WEED TRIMMING

All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, steep shoulders, etc. shall be weed trimmed at a minimum of 2' (two feet) from toe of slope upward or 2' (two feet) from top of shoulder downward. All amenities such as kiosks, mile-markers, benches, trees etc. shall be weed trimmed.

D. MOWING

All turf areas shall be cut to a uniform height of no less than 3.5" (three and one half inches) Vendor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the County. Trail Right of Way constitutes mowed areas from 1-100' (one to one hundred feet) from edge of pavement.

Mowing Cycles @ 27 per year

January	February	March	April	May	June	July	August	September	October	November	December
1	1	2	3	3	3	3	3	3	2	2	1

E. LITTER REMOVAL

All litter and debris are to be removed during each mowing cycle. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price Proposal for Landscape Bed Maintenance at 104 cycles per year. All trash receptacles on trails and trailheads shall be emptied with trash liner during each service Mondays and Fridays. Debris on Pedestrian Overpasses, underpasses and bridges shall contained and removed and not be blown off onto roadways.

\*Use of County dumpsters for Litter Removal is prohibited.

G. CUTTINGS AND TRIMMINGS

It shall be the responsibility of the Contractor to remove or disperse any vegetative clippings from hard surfaces following mowing. Under no circumstance are drainage structures to be used as disposal sites.

\*All work listed under Turf Maintenance will be Proposal on a twenty-seven (27) cycle basis.

## Performance Work Standards

### 1.22 Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- The Contractor will be notified of any deficiency identified during the term of the contract. Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.
- Contractor will have two (2) days including weekends to rectify any deficiencies identified by the County Representative. Failure to rectify within two (2) days shall result in non payment for the area in question.

Section 5-  
Price Schedule

PROJECT: PERFORMANCE WORK STATEMENT FOR TRAIL & TRAILHEAD  
LANDSCAPE MAINTENANCE

COUNTY CONTRACT NO. RFP-600584-09/TLR

Name of Proposer: Vila & Son Landscaping Corporation

Mailing Address: 1900 Williams Road, Winter Garden, FL 34787

Street Address: SAME

City/State/Zip: SAME

Phone Number: (407) 654-9415 FAX Number: (407) 654-9417

E-Mail Address: dainc@vila-n-son.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive and may cause a forfeiture of the Proposal Security.

TOTAL AMOUNT OF PROPOSAL: \$ 111,292

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this  
11th day of March, 2009.

Dain Charbonneau  
Vila & Son Landscaping Corp.  
(Name of PROPOSER)

  
(Signature of person signing FORM)

Dain Charbonneau  
(Printed name of person signing FORM)

Business Development  
(Title of person signing FORM)

ACCOMPANYING THIS PROPOSAL IS Proposers Bond  
(insert the word(s) "cashier's check," Proposer's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least **five thousand dollars and 00/100 (\$5,000.00)**, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the COUNTY in case this proposal is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Proposal, Proposer promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Company Name Vila & Son Landscaping Corp.

**Fee Schedule**  
**RFP-600584-09/TLR**

**COMPANY NAME:** - Vila & Son Landscaping Corp.

Location	Maintenance Cycle	Trash Cycle	Maintenance Cost	Trash Cost
<b>Seminole Wekiva Trail</b>	27	104	\$ 13,293	\$ 5,200
<p>Markham trailhead entire property including the right-of-way. The trail starts east from property line to easement line. Two Dock areas between Markham Woods road and Sylvan bend area. South to 46A, maintenance stops at the north side of 46A. Seminole County Trail Maintenance begins again south of Lake Mary Blvd both sides from property line to property line. Jones Trail Head is located at Longpond road, maintain entire property to the edge of pavement of Longpond and Markham Woods. Continue south to E.E.Williams Rd mow to to edge of road. Continue south on trail to S.W.T. brick wall just north of 434, maintain strip on top of wall. Continue through tunnel (power blow, remove debris) south crossing Markham woods/Douglas, trail forms a T, maintain back up to 434 (approx. 250'), then continue south to Softball complex maintain coontie/palmetto slopes on trail easement. Continue south past San Lando park, neighborhood entrance deck maintain slopes continue south to San Sebastian trailhead including entry property plus both easements of the entrance roadway.</p>				
<b>I-4 Pedestrian Bridge Trail</b>	27	104	\$ 2,057	\$ 1,300
<p>Maintain the bridge pathway (trash and debris removal, blowing of debris onto highway is prohibited) out to entrances. Maintain from Rinehart on the east side. Maintain from where Heathrow maintenance ends on west side. Maintain both side landscaped bed areas.</p>				
<b>Cross Seminole Trail</b>	27	104	\$ 33,004	\$ 5,200
<p>From the Seminole County Property line on the NE quadrant of Aloma and Howell Branch. Both sides from property line to property line continue north to just past F.D.O.T. maintenace yard. (New construction will stop at Red Bug Lake Rd.) Starts back at S.R.434 and S.R. 426 (across 434 from Popeyes Plaza in downtown Oviedo) continue northwest to Around the World area continue north to Black Hammock Trail Head, maintain entire property. Continue north to Tuskawilla Bridge, Seminole County maintenance ends.</p>				
<b>Kewanee Trail</b>	27	104	\$ 9,332	\$ 5,200
<p>From Cassel Creek Blvd. north to Kewanee Park from property line to property line continue to Oxford Rd. Maintenance ends. (3 Mitigation landscape beds included)</p>				
<b>Kewanee Trail Park</b>	27	104	\$ 3,332	\$ 1,300
<p>The entire park property including the right-of-way of both side of the Kewanee trail road. ( playground, Pavilion and boardwalk included)</p>				

Location	Maintenance Cycle	Trash Cycle	Maintenance Cost	Trash Cost
<b>The Crossing Trail</b>	27	104	\$ 14,430	\$ 5,200
From Sun Drive and Greenway Blvd south both sides from property line to property line, including tunnel continue south to Greenway Blvd, end maintenance. Pick back up at S.R. 427 and General Hutchinson Pkwy both sides from tree line to tree line continue east to Pedestrian overpass include landscaped areas under the bridge continue to next bridge include open areas from treeline to treeline continue cross C.R.419 from fence line to treeline continue to next bridge both sides tree line to tree line continue to dead end.				
<b>Big Tree Trail Park</b>	27	104	\$ 3,492	\$ 1,300
Entire property including entrance road right-of-way.( playground, Pavilions and boardwalk included)				
<b>St. Johns Trail Head</b>	27	104	\$ 2,669	\$ 1,300
Entire property including entrance road right-of-way				
<b>SnowHill Trail Head</b>	27	104	\$ 2,383	\$ 1,300
Entire property including entrance road right-of-way. Also the walkway across the street from tree line to behind the fence all the way to East second Street.				
<b>Estimated Total</b>			\$ 83,992	\$ 27,300
<b>Maintenance &amp; Trash TOTAL AMOUNT OF PROPOSAL</b>			\$ 111,292	
<b>Additional Areas as Needed</b>				
Bed maintenance: provide <u>cost per sq. ft</u>	27	104	\$ 1.50	\$ 1.50
Turf maintenance: provide <u>cost per acre</u>	27	104	\$ 15.63	\$ 4.00
Fertilizing Landscape Areas provide <u>cost per sq. ft</u>	1		\$ .40	
Mulching Landscape Areas provide <u>cost per cubic yd.</u>	1		\$ 36.00	

**B.C.C. - SEMINOLE COUNTY, FL****RFP TABULATION SHEET**

RFP NUMBER: RFP-600584-09/TLR

RFP TITLE: Performance Work Statement for SC Trail &  
Trailhead Landscape Maintenance

DUE DATE: March 11, 2009, at 2:00 P.M..

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

Status updates at the bottom of page 2

	<b>Response 1</b>	<b>Response 2</b>	<b>Response 3</b>	<b>Response 4</b>
<b>Submittals</b>	Vila & Son Landscaping 1900 Williams Rd Winter Garden, FL 34787 Ph. 407-654-9415 Fx. 407-654-9417 Dain Charbonneau	Carol King Landscape Maintenance, Inc. 7032 Old Cheney Hwy. Orlando, FL 32807 Ph. 407-275-6200 Fx. 407-273-4348 Bruce Bachand	D & A Building Services 321 Georgia Ave. Longwood, FL 32750 Ph. 407-831-5388 Fx. 407-831-1377 Scott Hultin	Nanak's Landscaping Grounds Maintenance 1174 Fl. Central Pkwy. Longwood, FL 32750 Ph. 407-831-4833 Fx. 407-831-0888 David Harting
BID PRICE	\$111,292.00	\$125,477.00	\$129,019.00	\$148,900.00
Bid Security	Yes	Yes	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	Yes	Yes
Proposer's Certification Form	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes

**B.C.C. - SEMINOLE COUNTY, FL****RFP TABULATION SHEET**

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PAGE: 2 of 2

Submittals	Response 5	Response 6	Response 7	Response 8
	P & L Lawn Maintenance 300 N. Goldenrod Rd. Orlando, FL 32807 Ph. 407-273-9123 Fx. 407-273-9122 Lazaro Comas	Becker Landscape Contractors, Inc. 1103 W. Kennedy Blvd., Ste B Orlando, FL 32810 Ph. 407-517-9333 Fx. 407-517-9335	AmeriScapes Landscape Management Services PO Box 568762 Orlando, FL 32856 Ph. 407-872-0555 Fx. 407-872-8579	Servello & Son, Inc. 261 Springview Commerce Dr. Debary, FL 32713 Ph. 386-753-1100 Fx. 386-753-1106
BID PRICE	\$156,450.00	\$175,683.00	\$228,978.95	\$345,913.00
Bid Security	Yes	Yes	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	Yes	Yes
Proposer's Certification Form	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes

**Evaluation Criteria:**

- Fees and Expenses
- Past Performance
- Management Approach
- Technical Approach

**STATUS**

Received and tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 03/11/2009 at 4:10 pm)

**Recommendation/BCC Selection: (Posted 04/10/2009) - Vila and Son/BCC Award Date: May 12, 2009**