



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: SANDRIDGE GOLF CLUB COURSE MAINTENANCE

RFP #: 2020034

Non-mandatory Pre-Bid Meeting
time/location: April 30, 2020
1:00 p.m.
Sandridge Golf Club (Clubhouse)
5300 73rd Street
Vero Beach, FL
Attendance is Highly-Encouraged

RFP Opening Date: **May 14, 2020**

RFP Opening Time: **2:00 P.M.**

All submittals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND THREE (3) COPIES OF YOUR PROPOSAL,
PLUS 1 ELECTRONIC COPY ON THUMB DRIVE OR CD, OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO 2:00 P.M. ON THE RFP OPENING DATE.

Refer All Questions to:
purchasing@ircgov.com

REQUEST FOR PROPOSALS

Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

RFP # 2020034
SANDRIDGE GOLF CLUB COURSE MAINTENANCE

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960 by 2:00 p.m. Thursday, May 14, 2020. Late submittals will not be accepted or considered.

Non-Mandatory pre-bid conference will be held at: Sandridge Golf Club, 5300 73rd Street, on April 30, 2020 at 1:00 p.m. Attendance is Highly-Encouraged.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: Demandstar and Vendor Registry
Date: Thursday, April 16, 2020

Statement of No Bid/Proposal

Should you elect not to bid, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply.

Our decision not to bid on the subject project was based on:

- ☐ Project is located too far from our base of operations
- ☐ Project value too low
- ☐ Project specifications unclear (please explain below)
- ☐ Material availability may be a challenge
- ☐ Our current schedule will not allow us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other:
- ☐ Other:

General comments regarding the bid and/or plans and specifications:

Project Overview

Indian River County is requesting proposals from Contractors having specific experience and qualifications in the maintenance and operations of golf courses to provide the requested services at Sandridge Golf Club ("Sandridge").

The proposed effective date of this contract is October 1, 2020. The initial contract period will be 5 years (ending September 30, 2025), with two additional five-year renewals available, dependent on vendor performance and determination that renewal is in the County's best interest. Renewal will be dependent upon successful negotiation of agreeable terms beginning 120 days prior to the expiration of the current term. If negotiations are not successful, the County will notify the contractor in writing of non-renewal 90 days prior to expiration date.

BACKGROUND

Sandridge is a 36 hole, daily-fee public golf facility owned and operated by the Indian River County Board of County Commissioners ("County"). Sandridge is a self-supporting enterprise fund entity of the County and has maintained that posture since inception. The specific details of the courses are shown in the table below.

Golf Course	The Dunes	The Lakes
Built/Open:	1986	1992
Par:	72	72
Length:	7,083 Yards From Back Tee	6,255 Yards From Back Tee
Architect:	Ron Garl	Ron Garl
Construction Co.:	Guettler and Sons	Guettler and Sons
Putting Surfaces:	18 Greens/approx. 3 Acres	18 Greens/approx. 3 Acres
Tee Surfaces:	70 Tees/approx. 4 Acres	46 Tees/approx. 4 Acres
Fairways:	18 Fairways/approx. 24 Acres	18 Fairways/approx. 30 Acres
Bermuda Rough:	Approx. 70 Acres	Approx. 33 Acres
Deep Rough (Other):	Approx. 30 Acres	Approx. 15 Acres
Aquatics:	Approx. 20 Acres	Approx. 26 Acres
Wetlands	Approx. 6 Acres	Approx. 6 Acres
Sand Bunkers:	Approx. 5 Acres	Approx. 5 Acres
Native Areas:	Approx. 60 Acres	Approx. 60 Acres
Greens Turf Type:	Champion Bermuda	Champion Bermuda
Tees Turf Type:	419/Celebration Bermuda	419/Celebration Bermuda
Fairways/Rough Turf Type:	419 Bermuda	419 Bermuda
Greens Overseed:	None	None
Tees Overseed:	Perennial Rye	Perennial Rye
Fairways/Rough Overseed:	None	None
Driving Range/Practice Area Overseed	Perennial Rye	Perennial Rye

Driving Range/Practice Area	
Putting Surfaces:	6 Greens/Approx. 10,000 Sq. Ft.
Tee Surfaces	Approx. 3 Acres
Fairways	Approx. 4 Acres
Bermuda Rough	Approx. 4 Acres

IRRIGATION SYSTEM: DUNES COURSE

Toro Lynx Central w/VP Satellites (20)

Pump Station: Watertronics 3-60 HP Vertical Turbines

Irrigation Source: Effluent

IRRIGATION SYSTEM: LAKES COURSE

Toro Lynx Central w/VP Satellites (19)

Pump Station: Watertronics 3-60 HP Vertical Turbines

Irrigation Source: Effluent

Scope of Work

The selected Contractor is responsible for furnishing all labor and materials to maintain the golf courses and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein.

- Areas of maintenance include but are not limited to: All putting surfaces, tees, approaches, collars, fairways, roughs, cart paths, driving range tee, practice areas, lakes, water hazards, course facility's grounds, clubhouse grounds and along roadways. The Contractor is also responsible for the maintenance of the turf, shrubs, plants and trees and native areas.
- Contractor will propose and execute corrective actions to bring sub-standard areas of the golf course up to the standards reflected in this document.
- Contractor must furnish all labor and supervision to professionally maintain and improve upon the existing golf courses in accordance with the specifications listed in this RFP. This work force will include a trained and experienced Golf Course Superintendent stationed at the course full-time during the hours detailed.
- Perform all normal functions which are essential to providing quality playing conditions; e.g., greens mowing, cup changing, moving tee markers, grooming, etc.
- Contractor will provide all aluminum cups, 7 foot flag sticks and embroidered flags. Flags are to be replaced every six months. Pins, flags and cups will also be provided at all of the practice areas.
- Develop and perform necessary turf management programs to maintain and improve playing conditions.
- Contractor is responsible at its own costs for both materials and labor for the immediate repair of any damage to County property that is caused by the Contractor. Repairs will be made in a manner which restores the damaged area/facility to this original condition or better.
- Contractor is required to regularly evaluate the Sandridge Golf Club and make recommendations for capital improvements. The County at its option, can acquire additional services from the Contractor to make needed improvements. This recommendation must be submitted in writing on or before April 1 of the current fiscal year, so funds can be budgeted for the following fiscal year.

A. SUPERVISION

Contractor shall maintain supervision over Contractor's working personnel at the Sandridge Golf Club. Maintenance activities shall be coordinated with the County's representative; Contractor will make work assignments necessary to meet the direction provided by the County's representative; Contractor shall make seasonal or other required adjustments. Contractor shall ensure that its employees maintain a neat and orderly personal appearance in keeping with Sandridge Golf Club's image. All employees must be properly uniformed at all times in a manner that will reflect credit to both the Contractor and Sandridge Golf Club.

1. A Superintendent must be on property seven days a week during normal working hours.
2. On specified tournament days, a minimum of two Superintendents will be required to be on hand to ensure that all of the work is complete and that the course is set up for tournament play (i.e. Greens mowed, bunkers raked, etc.).

B. PROFESSIONAL EXPERTISE

The Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist, experienced golf course superintendents, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expense of the Contractor.

The County reserves the right to perform the final interview of the Superintendent prior to hire.

The Golf Course Superintendent assigned will have the educational background necessary to provide ongoing maintenance programs. The Contractor's Superintendent must have at least three (3) years proven experience in Golf Course maintenance management in warm season turf grass environments. The Superintendent must have outstanding housekeeping skills and excellent time management skills. The Superintendent must also understand the job and the necessary times to fulfill the duties set forth in this RFP. The Superintendent must have the experience and background to manage a crew necessary to perform the duties as set forth in this RFP.

In particular, Contractor shall retain personnel approved as a pesticide applicator licensed by the Department of Agriculture and Consumer Services. Application of such pesticides on the premises of Sandridge Golf Club shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label, guidelines, directions and restrictions.

C. WORK HOURS

The schedule of work hours for accomplishment of maintenance services shall conform to the requirements of the County. The schedule of work hours must have the approval of the County's representative.

The working schedule shall be rotated so that an appropriate crew member will be on at Sandridge Golf Club on Saturdays, Sundays and Holidays. Actual procedures shall be coordinated with the County's representative. Schedules shall include the number and names of the Contractor's personnel who will be working.

There will be no reduction of work schedule to avoid overtime for time out because of holidays, etc.

In the event of a natural disaster, the County may issue written authorization to the Contractor to allow overtime as approved by the County to repair the golf course. This overtime expense will be at the County's expense.

D. CONTRACTOR REPRESENTATIVE

Contractor shall designate a Project Manager or Representative who shall be responsible for Contractor's overall performance hereunder and who will report any noteworthy highlighted activities/problems/solutions to the County's representative. This individual will be required to be on the premises at least once per month.

E. COUNTY REPRESENTATIVE

The County will designate, in writing in the agreement, an individual to serve as its representative to monitor the Contractor's method of operation. This representative will be the direct liaison between the County and Contractor. The County Representative may conduct bi-monthly inspections of the site, including but not limited to hole-by-hole review and following up by a written recommendation of areas that need improvement.

F. PROFESSIONAL TURF CONSULTANT

The County reserves the right to contract with a Professional Turf Consultant to evaluate the maintenance practices and agronomics. This is to insure that the Contractor is following all the technical programs set forth in the agreement.

G. PERSONNEL

The Contractor shall employ qualified personnel skilled in the performance of the golf course maintenance in accordance with the suggested staffing outline below for a minimum of 800 man hours per week.

Suggested Staffing

Superintendent (1)

Assistant Superintendents (2)

Head Mechanic (1)

Assistant Mechanics (2)

Spray/Irrigation Techs (2)

Crew Members (12)

Contractor is required to retain a stable/reliable staff, and therefore is expected to compensate all employees for all positions with competitive salaries comparable to those in our immediate surrounding area.

Contractor shall indoctrinate and train all employees in the schedules, philosophies, and public relations concerns of the County. Contractor's personnel shall conduct all work operations and dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.

Uniform (style) selections must be approved by the County. All employees must be properly uniformed while at the golf course. Such uniforms shall identify employees as the employees of the Contractor and Name, Identification on uniform.

During all normal working hours, and during execution of the work, the Contractor shall give the job or shall have on the job a responsible and competent supervisor with authority to speak and act for the Contractor.

H. MISCELLANEOUS PROVISIONS

1. The Contractor may not subcontract any position of the work called for hereunder without prior written consent of the County's representative. In the event that work is subcontracted, the Contractor retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

2. Office and equipment storage space shall be provided to the Contractor.

Books and Records: The Contractor shall keep records of services performed and the costs therefore, and the County shall have the right to review those records upon three (3) days' written notice. These records shall become the property of the County upon termination of the agreement.

3. Accident Prevention: Precaution shall be exercised at all times for the protection of employees, other persons and property. Contractor's employees shall report to their superintendent any hazardous conditions or item in need of repair noted during the performance of work. Said superintendent shall thereupon notify the County's Representative or his designee of such conditions.

I. LIABILITY INSURANCE AND INDEMNIFICATION

The Contractor will purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar claims under employee benefit laws; claims for damages because of bodily injury, occupational sickness or disease or death because of bodily injury, occupational sickness or disease or death of his employees; claims insured by usual personal injury liability coverage; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the Contractor's operations under the contract documents, whether such operations be by himself or by any subcontractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the contract documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work and/or service the Contractor shall provide the COUNTY PURCHASING OFFICE a current Certificate of Insurance with the limits requested. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the County, by certified mail, with return receipt requested.

The Contractor shall provide and maintain during the life of the contract workman's compensation insurance, in accordance with Florida Statutes Chapter 440 for all employees. A certificate shall be filed with the COUNTY PURCHASING OFFICE by the insurance carrier showing such insurance to be in force at all times.

The policy or policies shall name the County as additional insured and contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the County thirty (30) days notice in writing.

Failure to maintain such insurance will be deemed as a cause for termination of this agreement.

J. PUBLIC CONSTRUCTION BOND:

Prior to execution of the agreement, the Contractor will furnish a Public Construction Bond in the amount of 10% of the first year contract price. The bond must be renewed on or before October 1 of each subsequent year of the agreement in the amount of 10% of that year's contract price.

K. EMERGENCY MAINTENANCE

In the event that the County at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the County may utilize their own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance incurred by the County shall be itemized by the County and submitted to the Contractor and offset against any future monies owing to

Contractor under the agreement. In the event the itemized costs exceed future monies owed to the Contractor, such overage shall be due and owing by the Contractor to the County.

L. MINIMUM MAINTENANCE STANDARDS

The following specifications are meant to indicate minimum practices necessary for the proper maintenance of the golf course in conditions specified herein, but nothing in these specifications shall be interpreted to limit the responsibility of the maintenance firm to meet the intent and quality specified.

1. Greens and Putting Greens

- a. Mowing – mowed daily ranging 0.1” to 0.125” depending on weather and time of year; varying mowing directions each time greens are mowed. The County Representative must be notified the day prior for approval if this schedule would change.
- b. Change cup locations daily, according to written rotation program. This program must be approved by County Representative.
- c. Repair ball marks, divots, or any other damaged turf on all greens and practice putting greens at least three times weekly.
- d. Aerify all greens and practice putting greens a minimum of three times each summer. This will be done with a Toro Procore Walking Aerator or equivalent, which places holes on two-inch centers and a minimum of two inches deep. One aerification per year will be performed by utilizing a deep tine aerifier penetrating a minimum of six inches.
- e. Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. A top dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing laboratory to determine the specific characteristics of the dressing material to be used. Top dressing shall occur every two to three weeks during the summer growing season and during the winter. Greens shall be dragged with a suitable drag mat or brush device to incorporate topdressing evenly throughout the putting surface so that no unreasonable amount of sand impedes putting quality.
- f. Greens shall be groomed and top dressed lightly with topdressing which matches the sand used in the greens construction at a minimum of once per month or as required to maintain green speed and smoothness.
- g. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.
- h. Rolling of greens for tournaments throughout the year at the mutual agreement of Contractor and County Representative to provide a smoother surface for the event.
- i. Fertilization: The greens’ fertilization program shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Foliar fertilizer applications shall be applied weekly, and only fertilizers specifically formulated for putting greens shall be applied.
- j. Fungicide: All greens and practice greens shall have appropriate fungicide applications made when environmental conditions favor disease development.

- k. Pre-emergent chemicals: Will only be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as, Poa annua, goosegrass, crabgrass, etc.
- l. Weed Control: All greens and practice greens shall be maintained free of foreign grasses and weeds, such as common Bermuda, nutsedge, and other foreign grasses, even if it is necessary to remove them by hand.
- m. Insecticide: All greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf.

2. Tee Surfaces

- a. Mowing: All tees shall be mowed to a height ranging from $\frac{1}{4}$ " to $\frac{1}{2}$ "; no less than three times per week at an interval not to exceed three days.
- b. Top dressing: All tees shall be top dressed a minimum of three times each summer with daily divot repair.
- c. Seeding: All tee areas shall be over seeded each fall at a rate of not less than 15 pounds per 1,000 square feet from November to April. Seed used shall be a Perennial Ryegrass based material.
- d. Set-up: Tee markers shall be moved daily year round and according to a rotation program approved by the County's Representative. Litter containers shall be emptied as necessary. Ball washers shall be filled and supplied with clean towels on a weekly basis.
- e. Pre-Emergent/Weed Control: Tees shall be kept weed-free an extent of at least 99% of the area by the proper application of approved herbicides. A Pre-Emergent program will be instilled year round.
- f. Vertical mowing: All tees shall be severely vertically mowed twice each summer in conjunction with core aerification.
- g. Aerification: All tees shall be core aerified a minimum of three times each summer using the same procedure as outlined for greens in the section 1.d of Paragraph L. Minimum Maintenance Standards.
- h. Fertilization: All tees shall be fertilized at a minimum rate of 1 pound of nitrogen per 1,000 square feet per month. Bi-annual (Spring and Fall) soil analysis shall be utilized to determine other specific nutritional requirements.

3. Fairways and Roughs – All Areas of Play Except Greens, Tees and Natural Growth Areas

- a. Mowing: All fairways shall be mowed two times per week between $\frac{1}{2}$ " to $\frac{3}{4}$ " during the active growing season and as needed for the balance of the year.
- b. Aerification: All fairways and roughs shall be aerified a minimum of two times per summer. Aerification holes shall not exceed a spacing of eight inches on center or be of a diameter of less than $\frac{1}{2}$ " with minimum penetration of two inches. For any areas through the golf course where there is heavy traffic and wear patterns are very concentrated, such as exit and entrance points of cart paths, supplemental aerifications shall be conducted during the growing season.
- c. Fertilization: All fairways and roughs shall be fertilized a minimum of four times or more as needed during the year at a minimum rate of 8 pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (Spring and Fall) shall be used to determine other nutritional requirements.

d. Vertical mowing: All fairways and roughs will be severely vertically mowed as necessary to control mat or thatch build-up a minimum of one time during the year.

e. Pre-Emergent/Weed control: Fairways shall be kept weed-free to an extent of at least 99% of the area by the proper application of approved herbicides. A Pre-Emergent program will be instilled year round.

4. Roughs (Non-Bermuda)

All areas are to be maintained at a maximum height of 3" and mowed weekly during the growing season.

5. Landscape Areas

All Landscape Areas include areas planted with ornamental plants, not intended for golf play and having a definable border including the clubhouse and entrance. **One staff member must be assigned a minimum of 20 hours per week to maintain the clubhouse, front entrance and entrance roadway grounds.**

6. Natural Growth Area

Natural growth areas include all Native Areas on property not in the normal course of play on a hole. All Native Areas shall be kept free of exotic vegetation by whatever means necessary including approved herbicides.

7. St. Augustine Grass Areas

a. Edging, Trimming and Mowing

(St. Augustine) – Mow turf at a frequency to prevent the grass from reaching a height of 4 ½ inches. No more than ½" of the top growth should be removed with any one mowing. Mowing shall be accomplished with a rotary mower. Areas unable to be reached with the mower shall be trimmed with a string trimmer at the same height as the mowing height. Edging of asphalt and concrete surfaces shall be performed with each mowing service. Bed edges shall be edged with every other mowing service. All clippings and debris shall be blown from asphalt and concrete surfaces after each mowing service.

b. Fertilization and Pest Control

(St. Augustine) – Fertilize turf to deliver 1 lb. of nitrogen per 1,000 square feet a minimum of four times during the year (4 lbs/1000 per year). Apply appropriate pesticides to prevent insect damage and weed intrusion.

8. Fence Areas (Inside Property Line)

All areas 10 feet inside the property line are to be mowed at a minimum of six inches, and fences are to be free of all weeds and vines.

9. Driving Range Tees, Short Game Area and South End Teaching Area

All areas including: Tees, Greens and Bunkers should be maintained at the same intervals outlined for regular course maintenance areas. Holes will be cut on the practice putting green next to the clubhouse as well as the south end of the practice range at a minimum of twice per week. Weekly driving range tee maintenance on both north and south tees will include divot repair, cleaning and topdressing is expected by contractor.

10. Mulch and Pine Straw

Cypress mulch will be applied in all landscape bed areas at the clubhouse and front entrance a minimum of twice per year approximately 3 – 4 inches in depth. Contractor will provide up to eight pallets of mulch annually. The type of mulch must be approved by the County's Representative.

Pine straw will be applied in all landscape beds twice per year in all golf course areas. Contractor will provide a minimum of two trucks (approximately 2800 bales) annually.

11. Clean-Up

All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

12. Trimming

Plant material (shrubbery and ground covering) shall be trimmed as necessary for protection from wind, insect damage and for appearance. All Trees that come in contact with golf carts in the normal course of play shall be trimmed as necessary. In addition, Sabal Palm Tree and Oak Tree trimming will be sub-contracted by Sandridge Golf Club during the off-season.

13. Remove and Replacement

The plant material damaged by contractor (trees, sod, shrubbery, annual plant material and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

14. Trees – All trees within the perimeter of operations

- a. Staking: All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
- b. Pruning: All trees under 15 feet in height shall be staked as necessary for protection from wind and pests as well as for appearance. Pruning of palm trees and trees above 15 feet shall be performed under a separate agreement.
- c. Irrigation: All trees shall be watered to provide adequate moisture for proper growth.
- d. Removal and Replacement: All damaged trees shall be removed and replaced by the Contractor within 14 days unless determined differently by the County.

15. Irrigation – All equipment required to irrigate all areas of the golf course.

- a. Repair or replace all heads, valves, controllers, wiring and pipe downstream of the pressure regulating devices as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.
- b. The irrigation pumps shall be serviced and maintained by a qualified technician on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Contractor will provide the County Representative a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement will be at the expense of the County.
- c. **Not-To-Exceed (N.T.E.) Budget.** Each Budget Year, a Line Item Budget of \$12,000.00 will be established in the Contractor's Proposal for irrigation equipment and supplies to perform necessary repairs. A monthly report will be submitted to the County for irrigation repairs. This report will consist of area of repair, supplies needed and who performed the repair. Any purchases over \$1,000.00 must be pre-approved by the County's Representative. At the end of the budget year, any un-used monies will be credited back to the County and any increase will be charged back to the County. If there is an overage, an invoice must be submitted on or before the 10th of October. If the invoice is not received on or before that date, the County will not be responsible for any overage.

d. Pump Station/Irrigation Support Costs: The Contractor will be required to continue the renewal of the Toro Irrigation Service/Support contract annually. This cost is not part of the N.T.E. Budget in paragraph c, above.

16. Irrigation Practice

Contractor must follow all agency permit requirements mandated by the St. John's River Water Management District and all other regulatory agencies having jurisdiction. This includes but is not limited to the record keeping gallonage of water discharge from the irrigation lake to the golf course. This also includes the discharge of the County reuse water. The Contractor will be required to provide the County Representative a copy of all regulatory forms required with the consumptive use permit. Contractor is also responsible for all meter reading and record keeping to comply with the above permit.

17. Edging

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is not obstruction of play from growth around these items.

18. Sand Bunkers

All sand bunkers shall be raked and edged as necessary to maintain a neat and orderly appearance. Sand bunkers will be raked daily during the winter months (November to April) and three days per week the remainder of the year with a interval not to exceed three days. Waste areas will be raked twice per week year round with a interval not to exceed four days.

19. Construction and Remodeling

Any change in the physical characteristics of any area of the golf course such as the addition or removal of bunkers, addition or removal of any hazards (Water, trees or native vegetation), involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be at the expense of the County.

20. Trash and Debris Removal

Trash and debris removal will be at the Contractor's expense. The Contractor will take special care to ensure minimal problems for refuse odors, insects, etc.

21. Lake Maintenance

The Contractor will be responsible for aquatic maintenance of all lakes and bridges in a safe manner and in good appearance. Contractor will also be responsible to maintain all wetlands as required by St. John's River Water Management District.

22. Utilities

The Contractor will pay for utilities such as water, phone and electric to run the maintenance facility. Contractor will be responsible for any or all FPL costs occurring from the operation of the irrigation pumps.

M. GOLF COURSE MAINTENANCE EQUIPMENT

The Contractor will be required to provide ALL maintenance equipment to fulfill the terms of the agreement and perform the maintenance obligations outlined in this RFP. All golf course maintenance equipment shall be operated under the guidelines and requirements of the manufacturer's owner's manual, and the operators will be thoroughly briefed and trained in order to comply with this instruction.

All golf course maintenance equipment shall be cleaned, serviced and maintained to the highest standards and manufacturer's recommendations. Oils and lubricants must be exchanged or added on a regular basis as

outlined in the manufacturer's service manual to prevent wearing of bearings, seals and all moving parts. All reel bladed and rotary blades shall be sharpened regularly and maintained in a manner so as to promote clean, sharp grass blade cutting at all times.

N. CONTRACT PAYMENT

Upon executing the agreement, the County will pay to the Contractor the agreed annual price in twelve equal monthly payments. Payments will be made on or before the 1st Friday of each month until the termination of the agreement.

O. CONTRACT PRICE ADJUSTMENT

The Contractor may request an annual rate adjustment in writing to the County no later than June 1 of the year in which Contractor would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by the Board of County Commissioners. If approved, the rate adjustment would become effective October 1 of that year. No adjustment will be considered prior to 2025.

The rate of adjustment shall be based on 75-percent of the change in the Consumer Price Index (CPI) between the month of April in the prior year (CPI1) and the month of April in the current year (CPI2). The CPI shall be the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0). The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.0%) of the previous rate.

FORMULA FOR CALCULATING ANNUAL RATE ADJUSTMENT

$\text{Annual Adjustment (as a Percentage) AA} = (((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.75));$ $\text{New Rate} = \text{Round} ((\text{Current Rate} + \text{AA} * \text{Current Rate}), 2)$
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When there is a CPI decrease, the County may request a commensurate decrease in the same manner.

P. BUDGET AND STAFFING

The Contractor must submit the proposal pricing form with a line item budget for five (5) separate years. The total submittal considered will be the five (5) year total. It must also include a staff organization chart consistent with the positions listed.

SUMMARY

Sandridge Golf Club's goal has been to become the premiere "Public" facility in the southeast United States. Because of these goals and objectives, the management standards have been set extremely high, while allowing management staff to perform within budgetary constraints. It is the County's intent to ensure the maintenance program continue to contribute to the best possible golfing experience for the residents and visitors to Sandridge Golf Club.

Proposal Instructions

Proposers shall submit, and proposals will be reviewed and scored in accordance with the following.

Information to Be Submitted: Submit one marked original, three (3) copies and one electronic copy. Submittals must include and should be organized as shown below to facilitate scoring by the committee:

1. Firm Overview and Organization

- a. Provide an overview of your firm, including the size of the firm, number of years in business, the number of employees, operational structure, and the location of the office from which this service is to be managed.
- b. Provide information to indicate your firm's financial capability to provide the services as described.

2. Firm Qualifications and Project Approach

- a. Describe, in detail, how the requested services identified in paragraph L of the Scope of Work will be provided.
- b. Provide a comprehensive organizational chart including proposed project team members.
- c. Describe the qualifications, including registrations and licenses, as applicable, for all staff proposed, including their anticipated project role.
- d. Provide a list of equipment that will be dedicated to this project, as well as any other resources available or anticipated for our facility. Indicate whether equipment is owned or leased, as well as whether it will need to be acquired prior to contract commencement.
- e. Describe safety and other training programs practiced at your firm.
- f. Provide at least three verifiable references for similar services only. Include the name of the organization, the length of the contract, a brief summary of the work, a copy of the final procedures (TRCP), and the name, email and telephone number of a responsible contact person.
- g. Indicate any changes your firm would propose to the attached sample agreement. If none are submitted with your proposal, the County will utilize the sample agreement as presented.

3. Price Proposal Form

- a. Provide pricing on the provided form, including the signature of a principal or other party authorized to bind the firm (Pages 23-26)

4. Mandatory Forms

- a. Proposer Information Form (Page 22)
- b. Sworn Statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code. (Pages 27-28)
- c. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (Page 29)
- d. Certification Regarding Lobbying Form (Page 30)
- e. Drug Free Workplace Form (Page 31)

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:

1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
 5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Initial Ranking Criteria:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Responsiveness to RFP	5
2. Firm Overview and Organization	15
3. Qualifications and Project Approach	40
4. Price Proposal	40
TOTAL	100

PROPOSAL TASK AND ESTIMATED DATES FOR COMPLETION

<u>Description</u>	<u>Date</u>
Release RFP	April 16, 2020
Non-Mandatory Pre-Proposal Meeting	April 30, 2020 – 1:00 P.M.
Proposals Due	May 14, 2020 by 2:00 P.M.
Initial Selection Committee Meeting	Early June 2020
Interviews (if necessary)	Early-Mid June 2020
Ranking of Firms Presented for Approval	June 23, 2020
Final Contract Execution	July 2020
Initiation of Contract Service	October 1, 2020

General Instructions

Cone of Silence. Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

Submission: Submit one marked original, three (3) copies of your proposal and one electronic copy. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Confidential or Trade Secret Information: Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

Indemnification: The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the

public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return

this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Direct Purchase: Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

Applicable Law and Venue: This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Cancellation: It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (90) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date

PROPOSAL PRICING
RFP #2020034 – Sandridge Golf Club Course Maintenance

PLEASE LIST ALL PERSONNEL, POSITION TITLES AND ANNUAL SALARIES

POSITION TITLE	ANNUAL SALARY
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL SALARIES	\$
TOTAL BENEFITS & PAYROLL PERCENTAGE	%
TOTAL BENEFITS & PAYROLL COST	\$
TOTAL SALARIES	\$

OPERATING BUDGET COSTS

DESCRIPTION	COST
GENERAL & ADMINISTRATIVE COST	\$
PROFESSIONAL SERVICES	\$
TRAVEL	\$
PHONE	\$
ELECTRIC SERVICE	\$
GARBAGE & SOLID WASTE PICKUP	\$
EQUIPMENT RENTAL	\$
INSURANCE	\$
MAINTENANCE-BUILDING	\$
MAINTENANCE-AUTO	\$
MAINTENANCE- BUILDING & STRUCTURES	\$
MAINTENANCE-IRRIGATION	\$12,000.00
MAINTENANCE GOLF COURSE EQUIPMENT	\$
LICENSES & PERMITS	\$
FUEL & LUBRICANTS	\$
TIRES & TUBES	\$
UNIFORMS	\$
INSTITUTIONAL SUPPLIES	\$
EXPENDABLE TOOLS	\$
OTHER OPERATING SUPPLIES	\$
LANDSCAPE MATERIALS-Annuals, Mulch, Pine Straw	\$
FERTILIZER	\$
HERBICIDES & INSECTICIDES	\$
DUES & MEMBERSHIPS	\$
SEMINAR & REGISTRATIONS	\$
SAND & TOP DRESSING	\$
SEED (OVERSEEDING)	\$
AQUATICS (LAKE MANAGEMENT)	\$
PUBLIC CONSTRUCTION BOND FEE	\$
MISCELLANEOUS	\$
BUNKER SAND REPLACEMENT	\$
MANAGEMENT FEE/PROFIT	\$
TOTAL OPERATING BUDGET	\$

BUDGET SUMMARY SHEET*EQUIPMENT PURCHASED AT CONTRACT EXECUTION* \$ _____**YEAR 1 SALARY & BENEFITS** \$ _____

OPERATING BUDGET COSTS \$ _____

EQUIPMENT REPLACEMENT \$ _____

YEAR 2 SALARY & BENEFITS \$ _____

OPERATING BUDGET COSTS \$ _____

PERCENTAGE OF INCREASE \$ _____

EQUIPMENT REPLACEMENT \$ _____

YEAR 3 SALARY & BENEFITS \$ _____

OPERATING BUDGET COSTS \$ _____

PERCENTAGE OF INCREASE \$ _____

EQUIPMENT REPLACEMENT \$ _____

YEAR 4 SALARY & BENEFITS \$ _____

OPERATING BUDGET COSTS \$ _____

PERCENTAGE OF INCREASE \$ _____

EQUIPMENT REPLACEMENT \$ _____

YEAR 5 SALARY & BENEFITS \$ _____

OPERATING BUDGET COSTS \$ _____

PERCENTAGE OF INCREASE \$ _____

EQUIPMENT REPLACEMENT \$ _____

Price Proposal

The following details the annual proposed cost to the County for the work as specified herein:

Year 1 total contract price	\$
Year 2 total contract price	\$
Year 3 total contract price	\$
Year 4 total contract price	\$
Year 5 total contract price	\$
Total cost for Years 1 through 5	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO
ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020034
for Sandridge Golf Club Course Maintenance

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders,
employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must
be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece,
husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-
in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother,
half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation
to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives,
partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company 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) for any contract for goods or services of one million dollars 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.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

(This form MUST be submitted with each offer exceeding \$100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

(This form must be submitted with your proposal)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

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 Section 287.087.

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

Company Name

Bidder's Signature

Date: _____

Sample Agreement

THIS MAINTENANCE AGREEMENT ("Agreement") is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Document, generally described as agronomic, horticultural and recurring services ("Services") for Sandridge Golf Club ("Club"), located at 5300 73rd Street, Vero Beach, Florida. Services will be provided as detailed in Request for Proposals (RFP) 2020034 and Contractor's response to the RFP.

ARTICLE 2 - TERM

This Agreement shall be effective for a period of five years from the Effective Date (October 1, 2020), unless earlier terminated as provided herein. OWNER shall have the option to renew this agreement for two additional five year terms, based on Contractor concurrence and determination that renewal is in the best interest of the OWNER.

ARTICLE 3 - PAYMENT

Owner shall make monthly payments, equal to one twelfth of the annual total price, on the last Friday of each month.

Year 1 total contract price	\$
Year 2 total contract price	\$
Year 3 total contract price	\$
Year 4 total contract price	\$
Year 5 total contract price	\$

All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under this Agreement, the RFP, or the Public Construction Bond.

ARTICLE 4 - CONTRACT PRICE ADJUSTMENT

The Contractor may request an annual rate adjustment in writing to the County no later than June 1 of the year in which Contractor would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by the Board of County Commissioners. If approved, the rate adjustment would become effective October 1 of that year. No adjustment will be considered prior to 2025.

The rate of adjustment shall be based on 75-percent of the change in the Consumer Price Index (CPI) between the month of April in the prior year (CPI1) and the month of April in the current year (CPI2). The CPI shall be the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0). The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.0%) of the previous rate.

FORMULA FOR CALCULATING ANNUAL RATE ADJUSTMENT

$$\text{Annual Adjustment (as a Percentage) AA} = ((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.75);$$

$$\text{New Rate} = \text{Round} ((\text{Current Rate} + \text{AA} * \text{Current Rate}), 2)$$

When there is a CPI decrease, the County may request a commensurate decrease in the same manner.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 6 – INSURANCE

CONTRACTOR shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the OWNER. CONTRACTOR's insurance shall be primary. OWNER shall be named as an additional insured for both General Liability and Automobile Liability. CONTRACTOR shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
 Fire Damage-any one fire \$50,000
 Medical Expenses-any one person \$5,000
 Personal and Advertising Injury \$500,000
 General Aggregate \$500,000
 Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000**Worker's Compensation** as required by the State of Florida

Each accident \$100,000
 Each Disease – Each employee \$100,000
 Each disease – policy limit \$500,000

The policy shall cover the CONTRACTOR, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by CONTRACTOR.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market. The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the OWNER's Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the OWNER's Risk Management Department that they will provide 30 days written notice to OWNER's Department of Risk Management of its intent to cancel or terminate.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to __ , inclusive);
- (2) Public Construction Bond (pages to , inclusive);
- (3) Certificate(s) of Liability Insurance
- (4) Request for Proposals 2020034
- (5) Addenda (numbers to , inclusive);
- (6) CONTRACTOR'S Submitted Proposal (pages __ to __, inclusive);
- (7) Drug Free Workplace Form (pages __ to __, inclusive)
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages __ to __, inclusive);
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (10) Certification Regarding Lobbying
- (11) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;

b) Work Change Directives;

c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that 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 the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

Article 10 - TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the County's Representative pursuant to an inspection;
- (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
- (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.

C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.

D. The CONTRACTOR shall be liable for:

- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
- (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
- (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.

E. The OWNER shall pay CONTRACTOR for all work satisfactorily completed prior to the effective date of termination.

F. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

G. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement was approved on _____, with an effective date of October 1, 2020.

OWNER:

INDIAN RIVER COUNTY _____

By: _____
TBD, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

Designated Representative:

Name: Bela Nagy
Title: Director of Golf
Address: 5300 73rd Street, Vero Beach, FL
Phone: 772-770-5003
Email: bnagy@ircgov.com

CONTRACTOR:

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Exhibit 1 - Pricing

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

RFP 2020034 for Sandridge Golf Club Course Maintenance.doc
Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

**SURETY PRINCIPAL
BUSINESS ADDRESS:** _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

OBLIGEE NAME: _____
(If contracting entity is different from
the owner, the contracting public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

BY THIS BOND, We _____, as Principal and _____, _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)