

REQUEST FOR PROPOSALS

FOR

Town of Montverde, Florida

MOWING AND LANDSCAPE MAINTENANCE SERVICES

RFP # 2025-01



Town of Montverde

PHONE	407-469-2681
EMAIL	clerk@mymontverde.com
WEB	mymontverde.com
ADDRESS	17404 Sixth Street, Montverde, FL 34756
MAILING	PO Box 560008, Montverde, FL 34756
HOURS	Mondays-Thursdays 7am-6pm

Paul Larino, Town Manager, M.P.A., ICMA-CM

CALENDAR OF EVENTS / RFP TIMELINE

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

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	<u>May 19, 2025</u>
Last Day for Questions	<u>June 10, 2025</u>
Proposals Due	<u>July 01, 2025</u>
Proposals Opened	<u>July 01, 2025</u>
Town of Montverde Council Award and Contract	<u>TBD</u>

PART 1 INTENT AND GENERAL INFORMATION

Sealed proposals will be received by the Town of Montverde at Town Hall located at 17404 Sixth St., Montverde, FL 34756, until **1:00 pm on July 01, 2025.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the proposal submission deadline.
- All questions received by **June 10, 2025,** will be considered. Please note that questions will not be answered over the phone. Questions regarding the RFP process must be in writing and emailed to: Attention: Caroline Trepanier, Administrative Assistant, Clerk@mymontverde.com
- Do not attempt to contact any Town Council Member, staff member or any person other than Caroline Trepanier for questions relating to this project. Anyone attempting to lobby Town of Montverde representatives may be disqualified at the sole discretion of the Town Manager.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR The Town of Montverde's WEBSITE (Mymontverde.com) FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

OPEN RECORDS

The Town of Montverde is governed by Florida's public record laws, Chapter 119, and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when the Town of Montverde provides notice of a decision or intended decision, whichever is earlier. In addition, notwithstanding F.S. 119.01(1) (b), the Town shall announce the proposer and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. Certain proprietary and financial information from vendors may be excluded from release under stringent circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and entirely responsible for the labeling, identification, and delivery of their Proposals. The Town of Montverde will not be responsible for any mislabeled or misdirected submissions.

- Firms or individuals submit their responses voluntarily and, therefore, are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals.

Additionally, no travel expenses incurred as a result of participating in the Proposals process will be reimbursed.

- 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 Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Vendor 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or contain additions not called for, alterations, or irregularities of any kind, or do not comply with these documents, may be rejected at the discretion of the Town of Montverde.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Town of Montverde, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide, with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating that the required coverage is obtainable. Prior to commencement of any work being done for the Town of Montverde, a COI naming the Town of Montverde as a certificate holder. The requirements contained herein, as well as the Town of Montverde’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the contract.

Financial Rating of Insurance Companies All insurance companies must have a financial rating of **A-** or higher by A.M. Best Company, Inc.

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Town of Montverde. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the Town of Montverde certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days before expiration, the Contractor shall provide the Town of Montverde with proof that required coverage has been extended.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Vendors performing program and/or contract management services are required to maintain **\$1,000,000** each occurrence and

\$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or a separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the Town of Montverde as an "Additional Insured" and certificate holder on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the Town of Montverde is automatically defined as an additional protected person.

Additional Insured: The Contractor shall endorse the Town of Montverde as an Additional Insured on the Commercial General Liability Insurance with a **CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or a similar endorsement providing equal or broader Additional Insured coverage.**

In addition, the Contractor shall endorse the Town of Montverde as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification, Insurance and Sovereign Immunity. The Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. The Contractor shall indemnify and save harmless the Town, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. The Contractor shall provide the Town with a certificate of coverage identifying Town as both a Named Insured and a Certificate Holder. The

foregoing is not intended, and shall not be construed, as a waiver by Town of the benefits of Section 768.28, Florida Statutes.

Deductibles and Coinsurance Penalties. The Contractor shall be fully and solely responsible for any costs or expenses resulting from a coverage deductible, coinsurance penalty, including any loss not covered due to the operation of such deductible, coinsurance penalty, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the Town of Montverde, the Contractor shall, when requested by the Town of Montverde, maintain a Commercial Surety Bond in an amount equal to said deductible amount. Evidence of Commercial Surety Bond shall be furnished to the Town of Montverde showing that the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Town of Montverde with proof that the required Surety Bond has been extended.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the Town of Montverde, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, that includes a condition specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The Town of Montverde reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements, based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the Town of Montverde reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the Town of Montverde shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy. The coverages, limits, or endorsements required herein protect the primary interests of the Contractor, and these coverages, limits, or endorsements shall in no way be relied upon when assessing the extent or determining the appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the Town of Montverde with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the Town of Montverde is

notified that the required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the Town of Montverde, prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the Town of Montverde, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The Town of Montverde shall have the right, but not the obligation, to prohibit the Contractor from entering the Project site until a new Certificate of Insurance (COI) is provided to the Town, evidencing the replacement coverage. The Contractor agrees the Town of Montverde reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the Town of Montverde. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the Town of Montverde shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the Town of Montverde.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Town of Montverde has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the Town of Montverde is endorsed as an Additional Insured, or Loss Payee, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Town of Montverde
Attention: Town Manager
17404 Sixth Street, Montverde, FL 34756
PO Box 560008, Montverde, FL 34756

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Vendor as to the meaning of the Bids/Contract Documents. Any questions or request for interpretation received IN WRITING by the Town of Montverde before 3:00 p.m., June 10, 2025, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Bid Form.
- In case any Vendor fails to acknowledge receipt of such an addendum or addenda, his/her Bid will nevertheless be construed as though it had been received and acknowledged, and the submission of their Bid will constitute acknowledgment of the receipt of the same. All addenda are a part of the Bid Documents, and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. Town of Montverde and/or Vendors do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and/or drawings and other Bid Documents. It is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Bids.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to the field conditions, difficulties, and logistical restrictions required to meet the requirements of this RFP. A deficient understanding of the existing field conditions will in no way relieve the Contractor from the contractual obligations of this RFP. Any damage to existing Town assets as a result of the Contractor's activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The Vendor is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the Scope of Work.

PREPARATION OF BIDS

- **Signature of the Vendor:** The Vendor must sign the Bids forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Bids on behalf of the corporation must be stated and evidence of his authority to sign the Bids must be submitted. The Vendor shall state in the Bids Form the name and address of each person interested therein.
- **Basis for Bids:** The price proposed for each item shall be on a lump sum or unit price basis, as specified in the form of the Bids. The bid prices shall remain unchanged for the duration of the Contract, and no claims for cost escalation during the progress of the work will be considered.

BID RESPONSE - PROVISIONS AND CONDITIONS

BID FORMAT: Bids must be typewritten or prepared in ink and submitted on the form provided in the Invitation to Bid. Bidders shall return all information and forms as required on the bidder's response sheet. Failure to return all the necessary information and forms may result in the bid being considered non-responsive and rejected from further consideration. Bidder must submit one (1) original and one (1) complete copy of the Bid Response Packet. Please retain a copy for your records.

NO BID: If bid documents allow partial bids and the bidder does not wish to bid a certain item(s), enter "NO BID" in that section and leave the page in the proper sequence. Your comments indicating any requirements of this Invitation to Bid that may have influenced your decision to "NO BID" are invited. If you believe that the bid documents require clarification or if you object to the form of the bid documents, please follow the instructions below concerning clarification and protest.

CONFORMANCE TO BID REQUIREMENTS: The company name and the signature of an authorized person are to be inserted in the designated spaces. ALL BIDS MUST BE SIGNED by an individual of the company who is authorized to obligate the company legally. No oral, telegraphic, telephone or facsimile bids or signatures will be accepted.

FISCAL YEAR FUNDING APPROPRIATION

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

TAX EXEMPT STATUS

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

PROTECTION OF RESIDENT WORKERS

The Town of Montverde complies with the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so that no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Town of Montverde throughout the contract.

TOWN OF MONTVERDE

The Town of Montverde is a unit of local government and, as such, reserves the right to reject any and/or all Proposals, waive any informalities or irregularities in the Proposals or examination process, select the lowest proposals per item, and award Proposals and/or contracts in the best interest of the Town of Montverde.

E- VERIFY

The Town of Montverde requires all bidders, Contractors, and Subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website (<http://www.dhs.gov/e-verify>). This certification must be provided by completing the Memorandum of Understanding (MOU) electronic signature page, which includes the date of registration and company ID number. In the case of Contractors, this includes obtaining written certification from all Subcontractors who will participate in the performance of the contract. All Subcontractor certifications must be kept on file with the contract Vendor and made available to the state and/or the Town of Montverde upon request. Vendor/Contractor shall be required to submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification".

RIGHT TO AUDIT RECORDS

The Town of Montverde shall be entitled to audit the books and records of the Contractor or any subcontractor to the extent that such books and records relate to the performance of the Contract or any subcontract to the Contract. Such books and records shall be maintained by the Contractor for a period of five (5)

years from the date of final payment under the Agreement and by the sub-Contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

MANDATORY PRE-PROPOSAL MEETING

There will **not** be a mandatory pre-proposal meeting.

DISCRIMINATION

The Contractor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Contractor affirms that it is aware of the provision of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Vendor under a contract with any public entity; and any not transact business with any public Contractor. The Contractor further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Town of Montverde encourages DBE Vendors to compete for Department professional services projects and also invites non-DBE Vendors to use DBE Vendors as sub-Vendors. Contract-specific goals are not placed on Federal/State contracts. Use of DBE sub-Vendors is not mandatory, and no preference points will be given in the selection process for DBE participation.

PROMPT PAYMENT

Monthly actual payment reporting requirements for prime Vendors and Vendors are based on prompt payment rules and laws. The same holds true for return of retainage after the sub- Vendor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for Vendor contracts are payable per the contract terms but shall not exceed federal regulations in **49 CFR 26.29** that require payment of all sub-Vendors for satisfactory performance within thirty (30) days of payment to the Prime.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

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

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ❑ One (1) original proposal, clearly labeled "Original".
- ❑ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposer Certification / Addenda Acknowledgement Form.
- ❑ Statement of General Terms and Conditions.
- ❑ A sworn, notarized Statement of Contractor's Experience and Personnel.
- ❑ A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- ❑ A sworn, notarized Statement of Public Entity Crimes.
- ❑ Proposal / Price Form – Exhibit A.
- ❑ A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ❑ Anti-Collusion Statement.
- ❑ Hold Harmless Agreement.
- ❑ Three (1) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ❑ E-Verify Certification Form.
- ❑ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.
- ❑ Bid Document Checklist of Items Required to be Submitted.
- ❑ W-9.
- ❑ A Certificate of Insurability, acceptable to the Town, shall accompany each bid or alternate bid, in the amounts as prescribed by the State and Town of Montverde.
- ❑ Questionnaire.

All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Town of Montverde. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Town of Montverde certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Town of Montverde with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above-listed documents are provided in our company's bid being submitted to the Town of Montverde and confirm I have read and understand the RFP document in its entirety.

PART 2 EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes the following: all the procedures in this document and sending the sealed RFP information to the "TOWN" of Town of Montverde by the due date and time. Once the RFPs are received, each submittal is scored for each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the Proposer to Deliver the Proposed Services.	20
Proven experience, as demonstrated by recent commercial contracts and projects for local government agencies within the State of Florida.	20
Resources, Manpower, and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

Do not attempt to contact any Town Council Member, staff member, or person other than Caroline Trepanier for questions relating to this project. Anyone trying to lobby Town of Montverde representatives may be disqualified.

The award will be based on the Proposal that is most advantageous to the Town of Montverde. Management recommendations are subject to Town of Montverde Council approval.

PROPOSALS AWARD

Once the Management Team has scored the individual or vendor (s), the score sheets will be tallied. The highest-ranking Vendor(s) will be contacted and will enter into contract negotiations with staff and be recommended for approval by the Town Council. Anyone attempting to lobby the Town of Montverde representatives may be disqualified.

PART 3 PROPOSALS SUBMITTAL

One (1) original and one (1) electronic copy, not password protected, must be submitted to the Town of Montverde Town Hall located at 17404 6th St., Montverde, FL 34756. Proposals must be marked as **“RFP #2025-01 Town of Montverde Mowing and Landscape Maintenance Services”** with the firm name indicated on the outside of the sealed package.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 1:00 PM on July 1, 2025. Proposals submitted by FAX will not be accepted under any circumstances. **Late proposals will not be accepted.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Town of Montverde, as a unit of local government, reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Town of Montverde.

**PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): Town, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER'S CERTIFICATION

Submit To: Town of Montverde 407-469-2681 clerk@mymontverde.com 17404 Sixth Street, Montverde, FL 34756 PO Box 560008, Montverde, FL 34756		TOWN OF MONTVERDE REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: July 1, 2025	DUE TIME: 1:00 PM	RFP # 2025-01	
TITLE: Town of Montverde Mowing and Landscape Maintenance Services			
VENDOR NAME:		PHONE NUMBER:	
VENDOR MAILING ADDRESS:		FAX NUMBER:	
TOWN/STATE/ZIP:		E-MAIL ADDRESS:	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>			
_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Town of Montverde, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the Town of Montverde all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the TOWN. At the Town of Montverde discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
_____		_____	
Authorized Agent Name, Title (Print)		Authorized Signature	Date

This document must be completed and returned with your Submittal

STATEMENT OF GENERAL TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

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

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

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

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

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Town. Unless information submitted is proprietary, copy written, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Town of Montverde is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

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

PROPOSER RESPONSIBILITY: Invitation by the "TOWN" to vendors is based on the recipient's specific request and or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis and therefore are not entitled to compensation of any kind.

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

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

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

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

The Town of Montverde is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "TOWN". Submittals not meeting stated minimum terms and qualifications may be rejected by the "TOWN" as non-responsive. The "TOWN" reserves the right to reject any or all submittals without cause. The "TOWN" reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the "TOWN", or who has failed to perform faithfully any previous contract with the "TOWN" or with other governmental agencies.

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

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "TOWN".

PREPARATION OF PROPOSALS/BIDS:

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

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

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

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

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

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

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

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

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

DELIVERY: All prices shall be FOB Destination, Town of Montverde, Florida, inside delivery unless otherwise specified.

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

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

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available on the town's website: Montverde.com

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

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

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

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

ACKNOWLEDGED:

This document must be completed and returned with your Submittal.

(Signature and Date)

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
Town:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
Town:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
Town:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

CONTRACTOR'S AFFIDAVIT

State of Florida

Town of _____

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

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

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

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

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

(Print or type name of firm)

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

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____
(seal)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the "TOWN" of Town of Montverde harmless against all claims for bodily injury, sickness, disease, death, or personal injury, or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "TOWN" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ "VENDOR"-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The Town of Montverde will not intentionally award Town contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a (e), Section 274A(e) of the Immigration and Nationality Act ("INA").

The Town of Montverde may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the Town of Montverde.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE TOWN OF MONTVERDE.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNATURE: _____

NAME & TITLE: _____

ADDRESS: _____

TOWN & STATE: _____

TELEPHONE: _____

No quotes will be withdrawn for a period of sixty (60) days after the opening of quotes, without the consent of the Town Manager, Town of Montverde.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

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

1. This sworn statement is submitted to “TOWN” of Montverde

2.

By _____
{print individual’s name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If
the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**Indicate which statement applies.**)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____
County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this ____ day of _____, 20__.

Attest: _____
Notary Public
My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Questionnaire

How Many employees does your company have (W-4)? _____

How Many Years has your company been in business? _____

How Many work crews do you have? _____ crews, with _____ persons per crew

Do you have an arborist on your payroll? _____ If yes, the license number is: _____

Will you assign a direct supervisor to oversee the daily mowing? _____

Please list your top 3 largest contracts by size (abc subdivision)

List any local government you service:

List the number and type of equipment you own as evendence you have adequate resources to complete the job:

Exhibit A

I hereby submit a bid for the outlined service in the amount of

\$_____ Per Month

For a total of \$_____ per year

Company Name

Signer's Name

Signature

Date

PART 5 SCOPE OF SERVICES

INTRODUCTION

The purpose of this Contract is to provide the Town of Montverde (hereinafter referred to as the "Town of Montverde") with a comprehensive Mowing and Landscape Maintenance Services contract (hereinafter referred to as the "Work" or "Services"), inclusive of all required equipment and materials, as defined in the attached Scope of Work.

CONTRACT DURATION

The initial term of this Agreement shall be August 4, 2025, through January 1, 2027, with the option to renew for a two (2) year extension. Following completion of the initial term, the renewal period shall automatically occur on January 1, 2027, unless either party provides a minimum of ninety (90) day written notice of non-renewal. The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the "Town of Montverde" effective for the renewal period. Any agreed-upon negotiated price change shall remain firm for the remainder of the two (2) year extension renewal term. Notwithstanding, the Town of Montverde may cancel the contract at its sole discretion, by providing a 90-day notice of cancellation to the Contractor.

SITE VISITS

Contractors are encouraged to visit the locations to get a better knowledge and understanding of what is required.

SPECIFICATIONS AND GENERAL SCOPE

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

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

MAINTENANCE FOR VISIBILITY AND SAFETY

All personnel must wear ANSI Class III approved reflective safety vests anytime work is being performed on Town property within road right-of-way. Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification and used when personnel and equipment will be conducting work in or around traffic or pedestrians.

All landscaping shall be maintained in a manner that allows clear passage of vehicles and pedestrians, provides open visibility where necessary for safety, and does not obstruct lighting. Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Shrub shall not be allowed to grow into or over sidewalks, public streets, driveways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles. All plantings will be kept 4-6 inches away from all curbs and sidewalks. Ground covers (Jasmine and Peanut) shall be kept neatly edged to the curb.

DISEASE AND PEST CONTROL

All plant materials shall be 95% free of pest infestations, fungus, and disease. Qualified individuals shall undertake regular inspections during normal maintenance operations to identify and respond to such conditions. When five (5%) of any plant material shows signs of disease, curative action shall be taken.

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

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

Chemical damage to desirable plant material is unacceptable and will be replaced at the Contractor's expense.

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

ANNUAL MAINTENANCE AND REPLACEMENTS

ANNUAL BED MAINTENANCE

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

Shrubs and turf surrounding color beds must be trimmed to keep them from encroaching on the color beds and reducing the bed size.

Additional soil, soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth, proper height, and a pleasing convex appearance. This soil must be approved by Parks and Recreation management staff.

Annual Flowerbed Fertilization:

A standard balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals. Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering, and color.

REPLACEMENT

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 1/2) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out. The Town of Montverde staff reserves the right to select varieties if necessary.

Replacement should be completed within 72 hours of removal and before the weekend as open beds are not desired during this time.

GENERAL REQUIREMENTS

Areas of Service:

The areas of service include all public parks, courts, and trails (up to an eight-foot strip along the trails), buildings, roundabouts, cemetery, which includes headstone trimming, street planting areas, town-owned detention ponds, grass streets, and facilities in the town of Montverde. This area extends from the platted lots to the edge of all roadways and any area in between. Additionally, your price will include an eight-foot mowing strip along all areas that about the town limits on the streets of Ridgewood and 455. The attached maps represent the parcels owned within the town limit and do not reflect the full mowing area; you will be responsible for the area from the edge of the parcels to the roads or artificial/natural barriers. This includes all the services, as described below.

WEED CONTROL

Beds are to be kept 95% free of weeds and landscape debris and trash. Hand weeding shall be done as necessary.

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

Chemical damage to desirable turf is unacceptable and will be corrected at Contractor's expense.

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

DISEASE AND PEST CONTROL

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

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

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

Chemical damage to desirable plant material is unacceptable and will be corrected at Contractors' expense.

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

REFUSE CONTROL

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

at all times.

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

REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

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

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

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

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

MULCHING

All plant beds and tree rings shall be maintained with an adequate and neat layer of mulch at all times. The landscape maintenance Contractor will be expected to replenish missing mulch in all areas in between regularly scheduled mulching, or areas where mulch disappears due to mowing/blowing operations such as in tree rings on the roadway medians. This shall be performed at no additional cost to the Town. Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.

Care shall be taken to avoid piling mulch around the plant crowns or trunks. Any areas found neglected or bare (weeds, blowing or irrigation repair) shall be replaced at the Contractor's expense.

MOWING

Mowing of all turf areas shall be performed every week during the regular growing season (April through November). During the months of December through March, it is expected that mowing will be required at least twice a month, unless abnormal conditions arise that necessitate more frequent mowing. In any event, the turf shall be mowed at a frequency that promotes healthy and continued growth, as well as proper appearance, at all times. Mower blades are expected to be sharp, leaving a clean cut. The Town of Montverde reserves the right to adjust this schedule at any time.

Mowing height shall be as follows:

1. St. Augustine 'Floritam' - 3.5" to 4"
2. Bahia - 3" to 4"

When line trimmers are used, the cutting height shall be in conjunction with the mowing

height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs, and signposts is not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed immediately after mowing, not blown, or swept down storm drains.

Walkways, streets, and parking areas to be blown or vacuumed free of clippings after each mowing. Please refer to “*SITE CLEANLINESS AND CONDITION*” for additional requirements during November through March when mowing may only occur twice a month.

EDGING

All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces. Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.

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

Upon completion of edging operations, the turf edge shall be neat, clean and approximately 1/2 inch from the edge of any pavement, including roads without curbs, with a minimum depth of 2 inches.

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

LEAVES

At certain times of the year leaves in turf may need to be removed with a vacuum to avoid having them accumulate in areas of the turf, or get blown into beds, parking lot islands or residential yards by the mowers. In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing the turf. Any areas requiring above normal leaf or moss removal will be noted in specs on per job basis.

FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIAL FLOWER BEDS

Note: Fertilization is not a requirement of this RFP. This specification of fertilization is provided if it is decided upon by the Town, that treatments would be necessary and would be quoted as a separate request outside the normal scope of work.

St. Augustine/Floritam Turf:

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

March (15-0-15): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet (6.25 pounds of product). There should be a minimum of 4% Iron, 6% Sulfur, and 2% each of Magnesium and Manganese. At least 25% of the Nitrogen should be in slow-release form such as poly coated, or sulfur coated area.

June (9-2-24): 9-2-24 with 6% Iron and 8 to 10% Sulfur (Lesco, or identical label) shall be applied at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product)

- This lower Nitrogen will reduce fast succulent growth and resulting clippings and reduce Chinch Bug occurrence in the summer months. The extra Iron and Sulfur will enable the turf to maintain a desirable green color without excessive top growth.

August (9-2-24): Same as in June with 9-2-24.

- The extra Potassium will help with drought and cold tolerance in dry and cold months.

October (15-0-15): Same as March with 15-0-15.

Bahia Turf:

There should be two (2) applications of complete commercial turf fertilizer to Bahia Turf areas per year.

March (16-4-8): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

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

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

SITE CLEANLINESS AND CONDITION

The Town of Montverde is a continuously growing and changing area. Development and construction will, from time to time, cause damage or will interrupt the routine maintenance program.

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

SUBCONTRACTING

The Contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

WORKFORCE

It is required that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible. Reflective safety vests should be worn at all times while performing work on Town property and roadways.

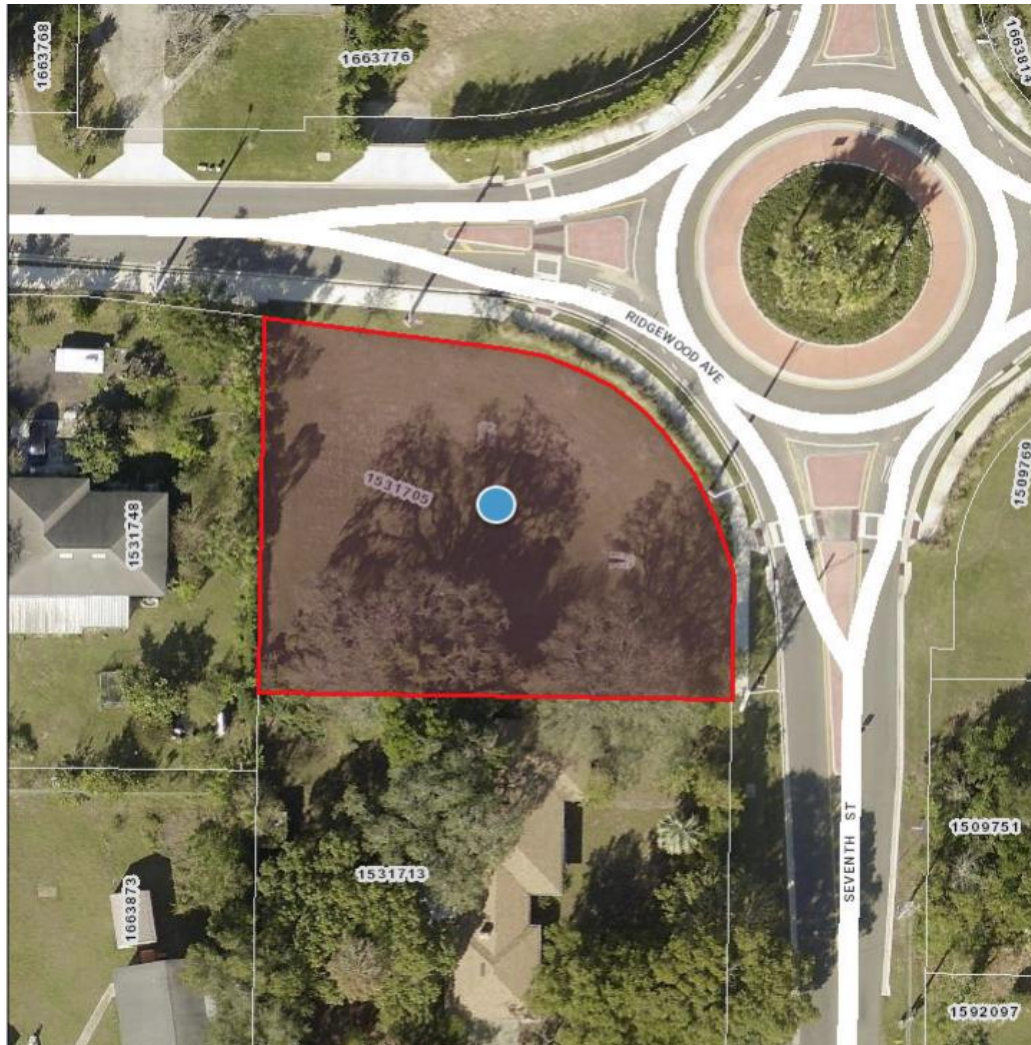
Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

PARKING

Contractor vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection.

OFF ROADVEHICLES

These vehicles should never exceed 19 MPH. These vehicles (including trailers) shall ALL have an Agricultural triangle visibly attached to the rear of the vehicle. All vehicles (and trailers) will be marked to easily identify the company's name. These vehicles are prohibited to use the turf to travel and may only pull in on the turf to park in a safe area.

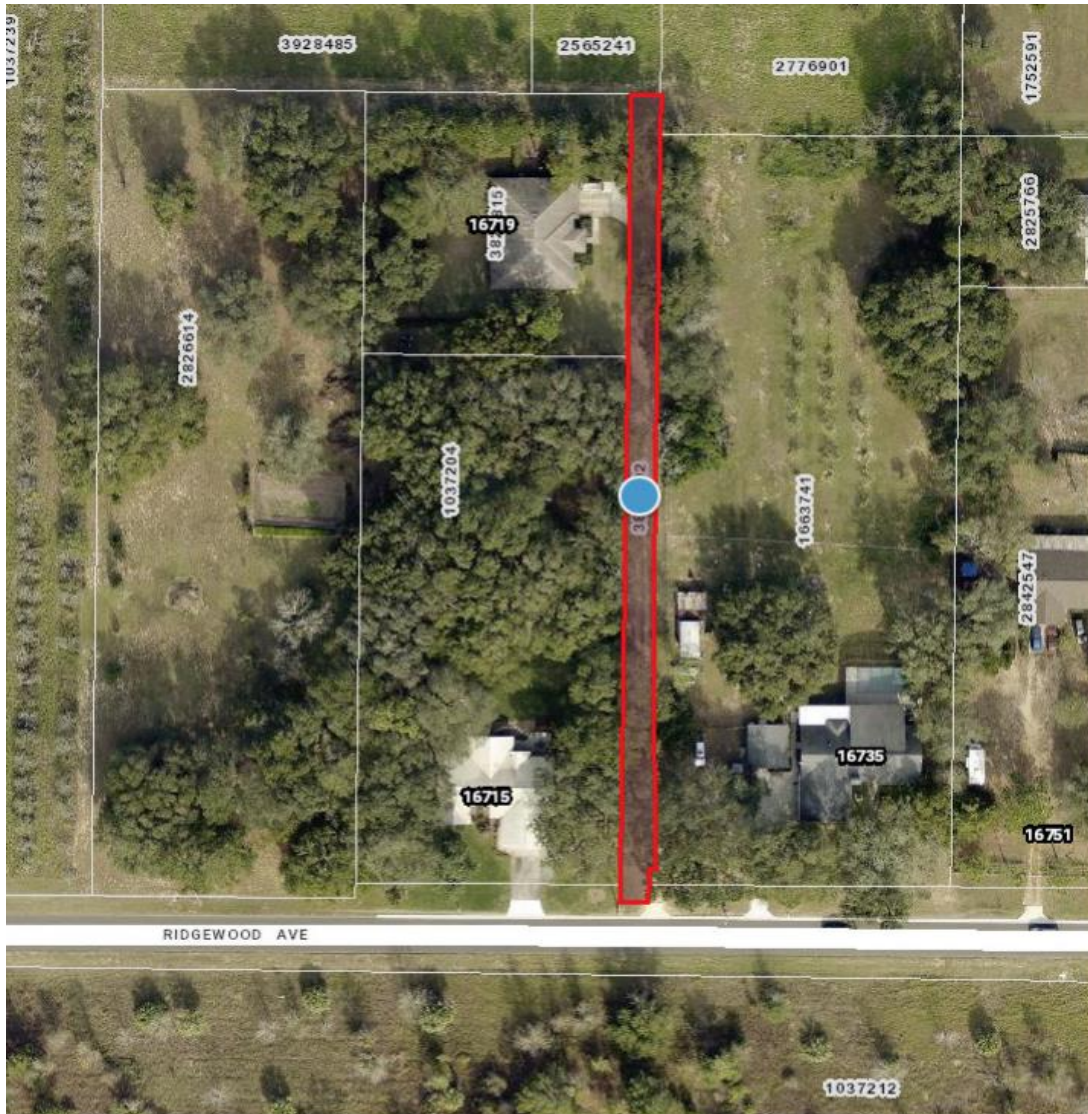


**ADDRESS: 16912 RIDGEWOOD AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: MORNINGSIDE PARK, MONTVERDE

ACRES: 0.33649278



**ADDRESS: RIDGEWOOD AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

ACRES: 0.18872852

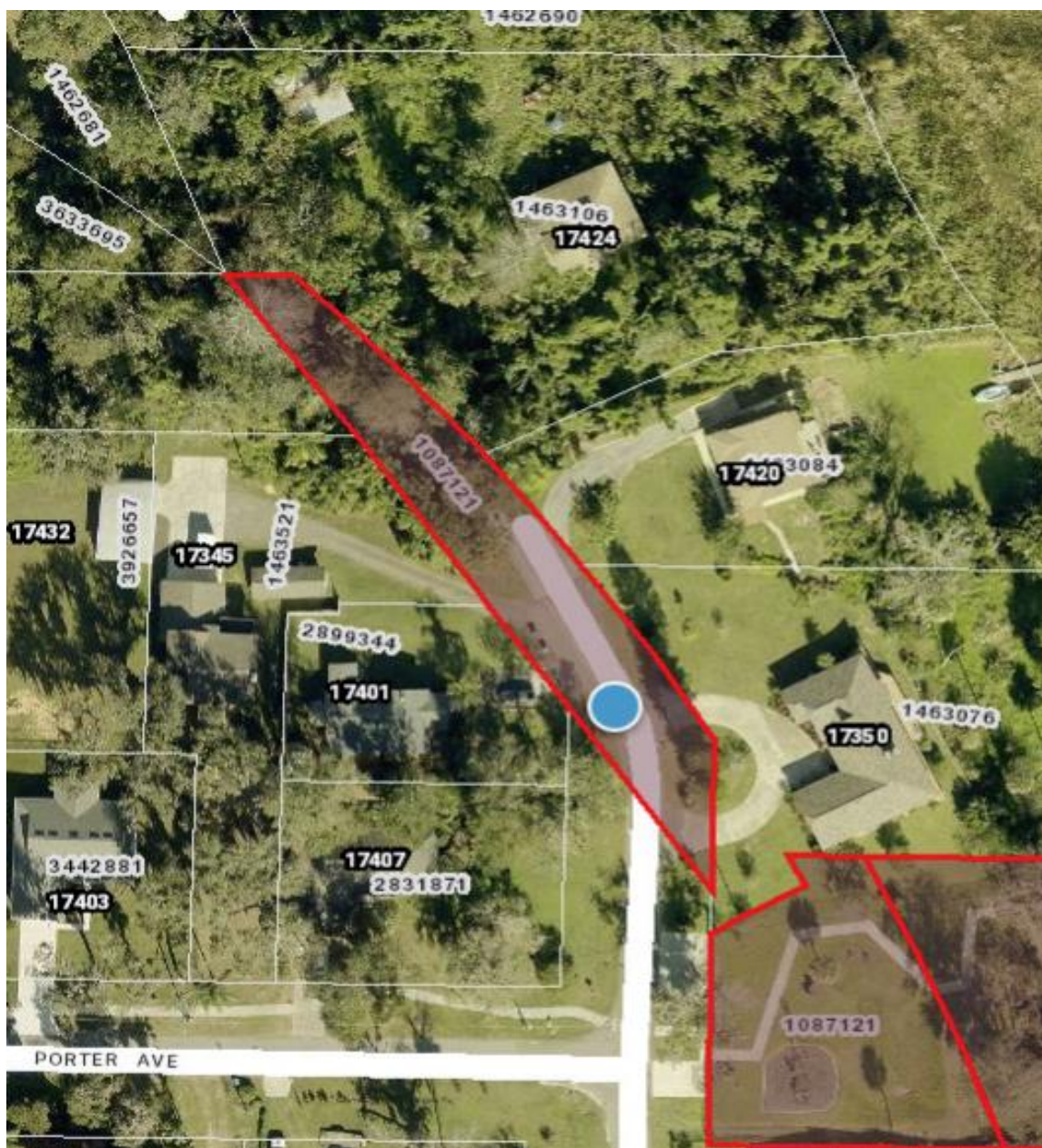


**ADDRESS: FIRST STREET
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: LAKESIDE DIVISION, MONTVERDE

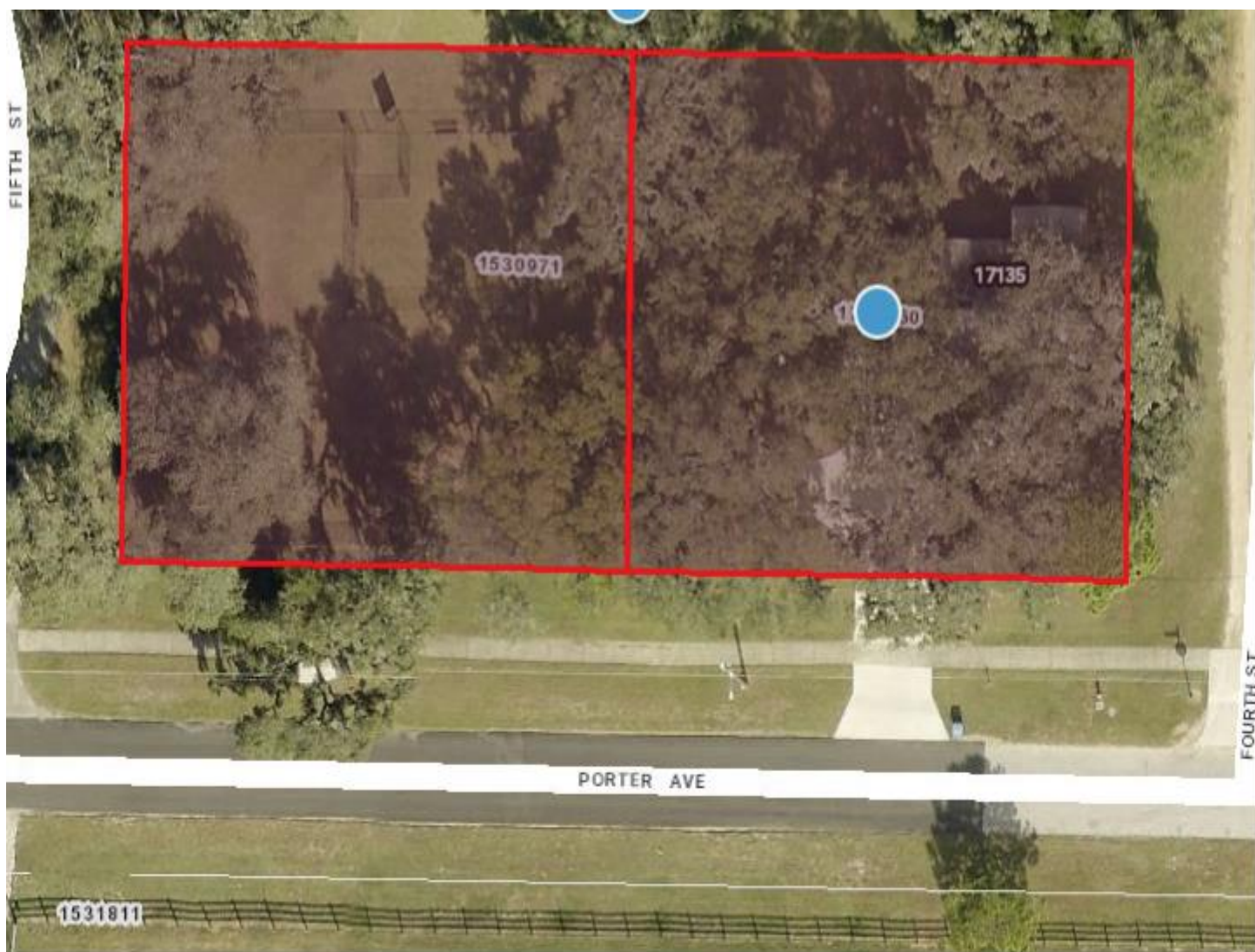
ACRES: 0.51348057



**ADDRESS: LAKESIDE DRIVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

ACRES: 0.58738435



**ADDRESS: 17135 PORTER AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

ACRES: 0.32736655

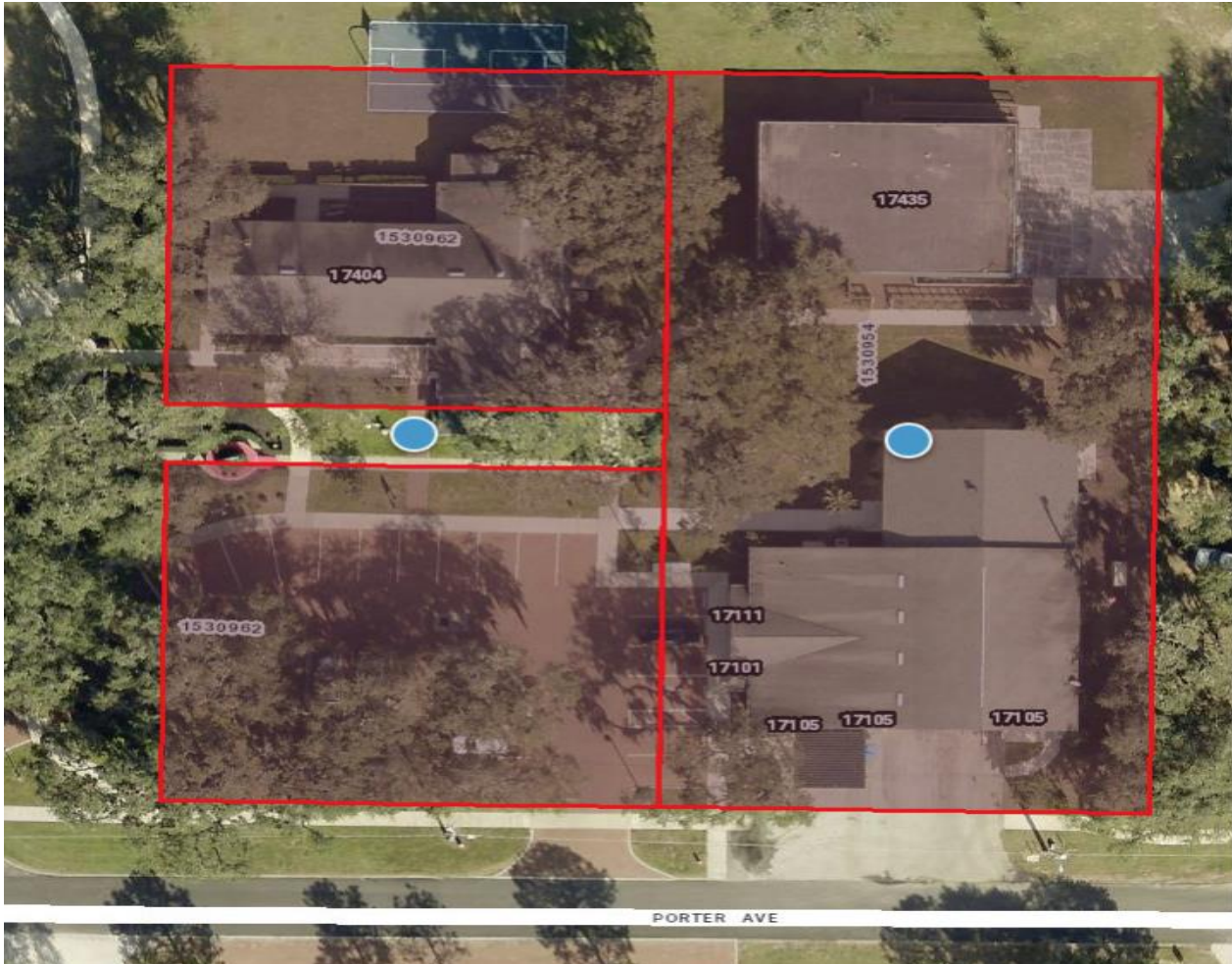


**ADDRESS: FRANKLIN AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

ACRES: 0.99265114



**ADDRESS: 17105 PORTER AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

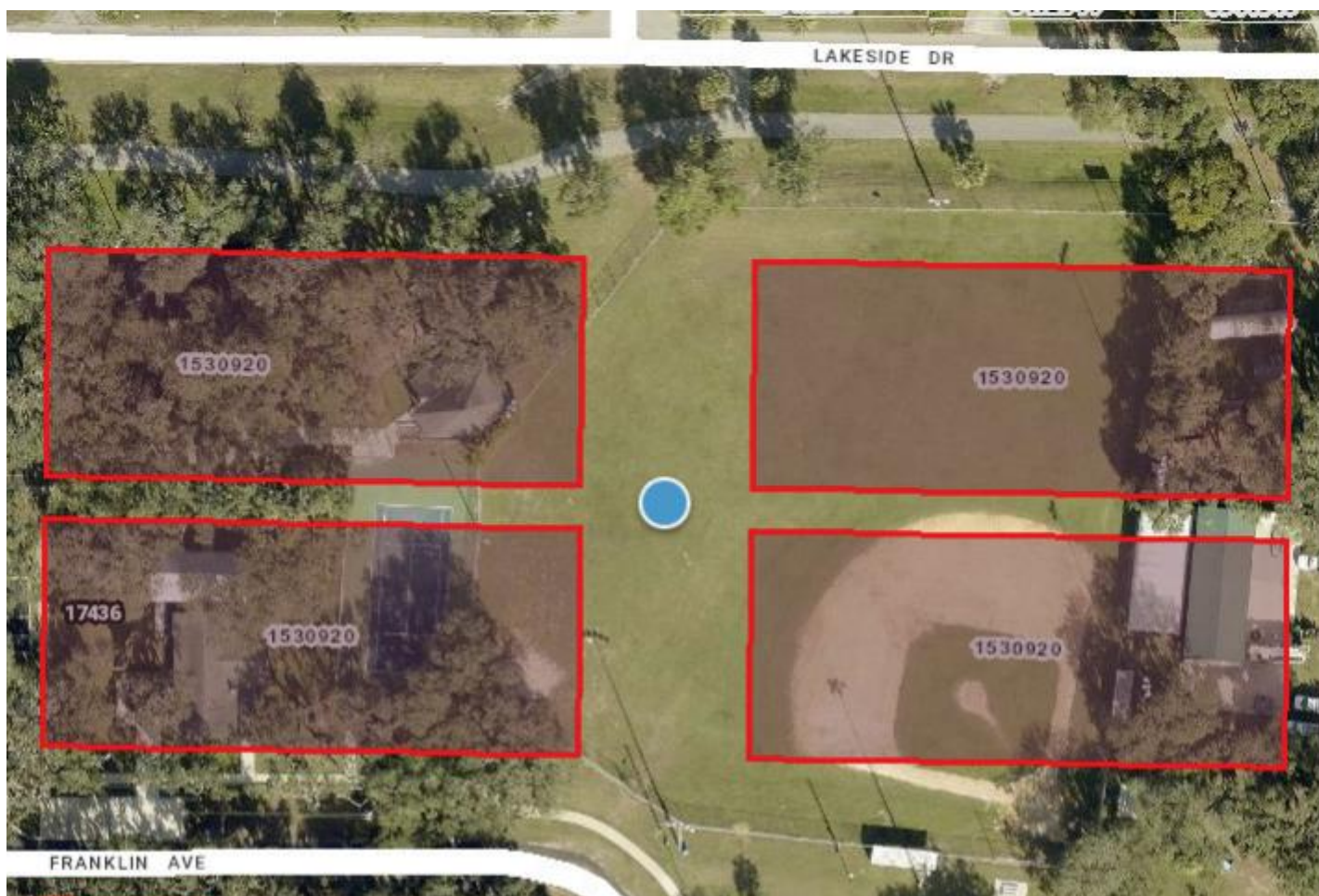
ACRES: 0.71166667

**ADDRESS: 17404 SIXTH STREET
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

ACRES: 0.66528424



**ADDRESS: 17447 FIFTH STREET
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

ACRES: 2.43342483



**ADDRESS: SIXTH STREET
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION C SUB, MONTVERDE

ACRES: 0.88958048

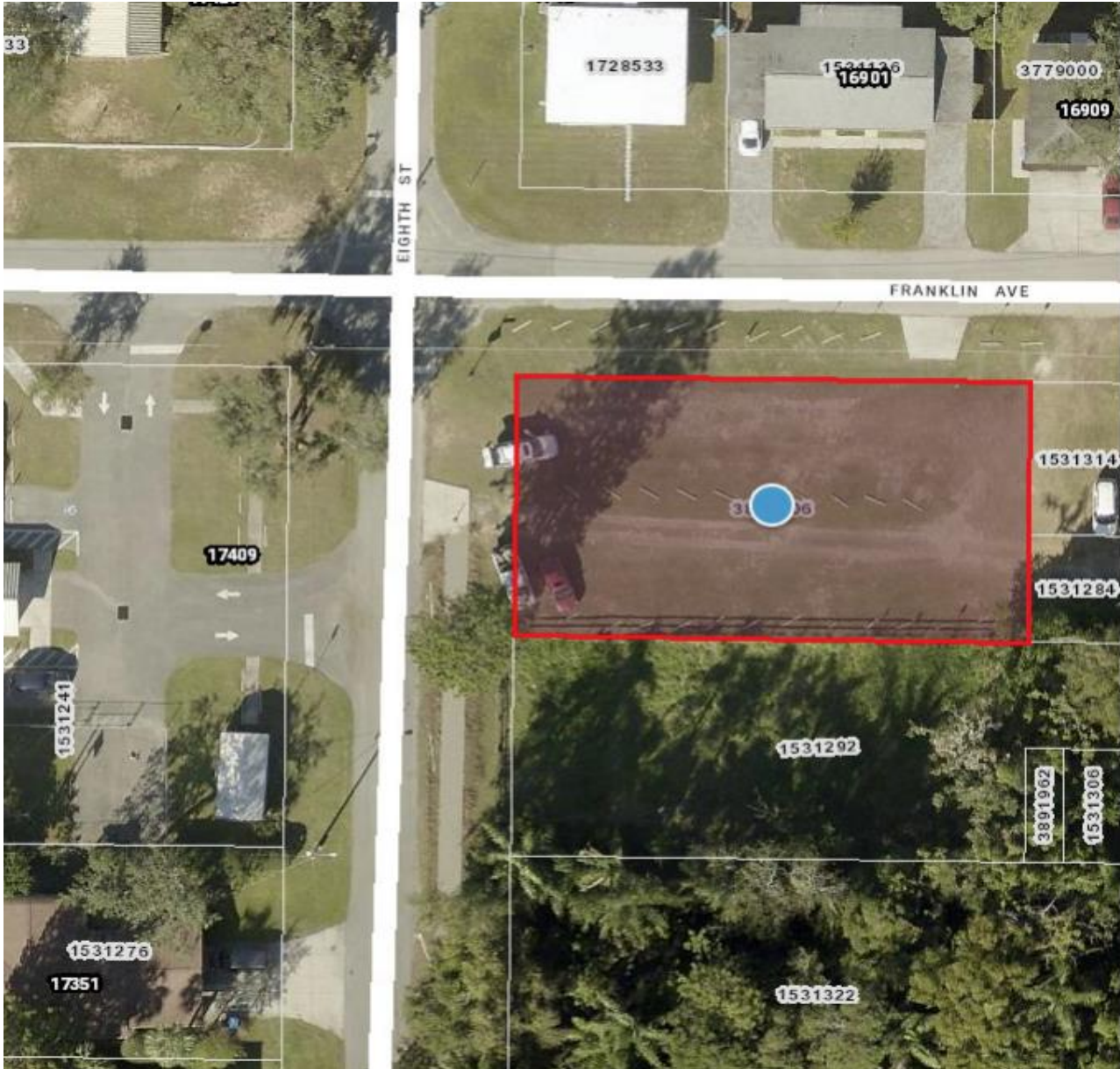


**ADDRESS: 17406 SEVENTH STREET
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION E SUB, MONTVERDE

ACRES: 0.08264437

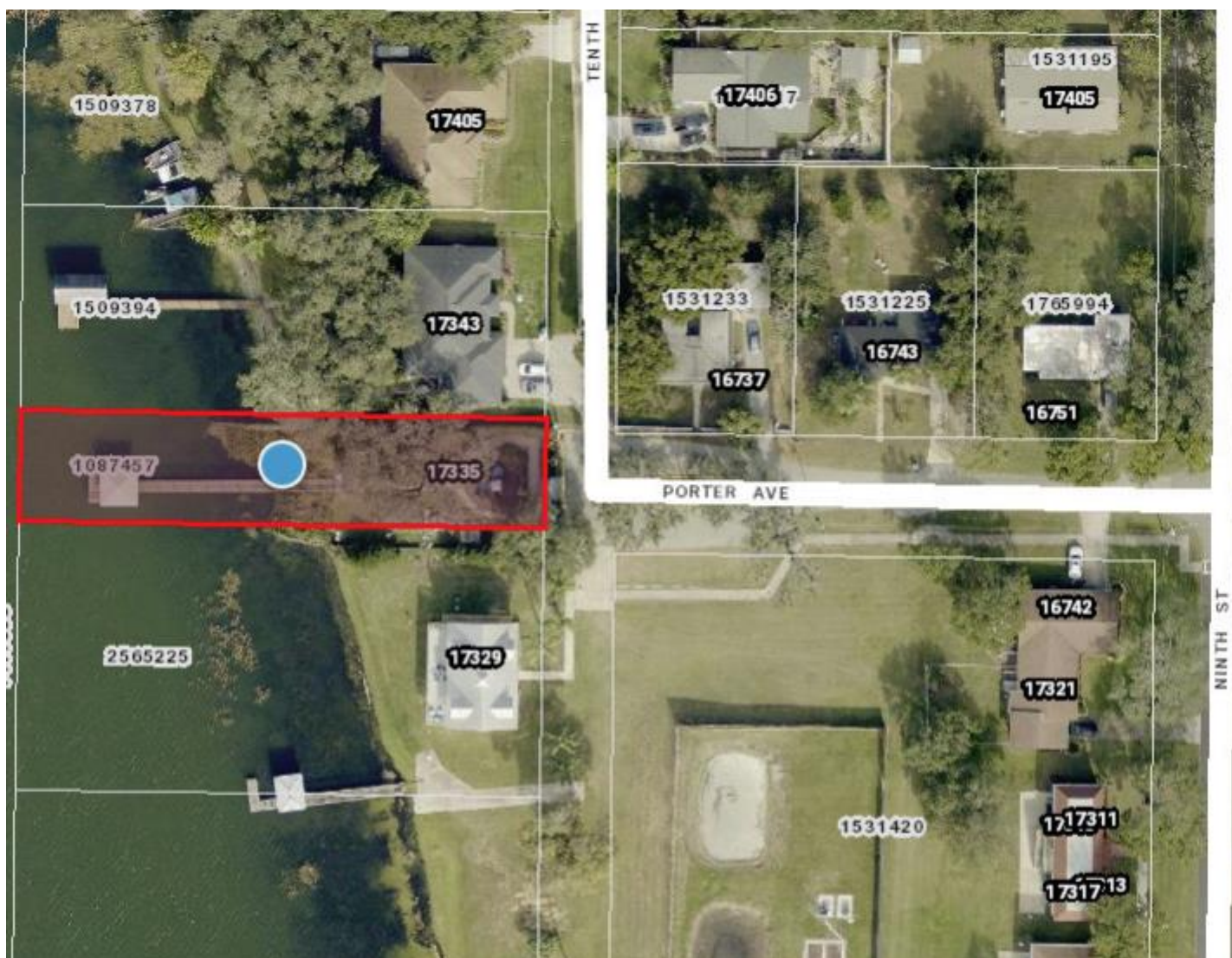


**ADDRESS: FRANKLIN AVE
MONTVERDE, FL 34756**

OWNER: TOWN OF MONTVERDE

SUBDIVISION: DIVISION E SUB, MONTVERDE

ACRES: 0.22624856



**ADDRESS: 17335 TENTH STREET
MONTVERDE, FL 34756**

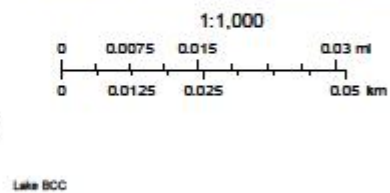
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SUBDIVISION: DIVISION E SUB, MONTVERDE

ACRES: 0.33246376

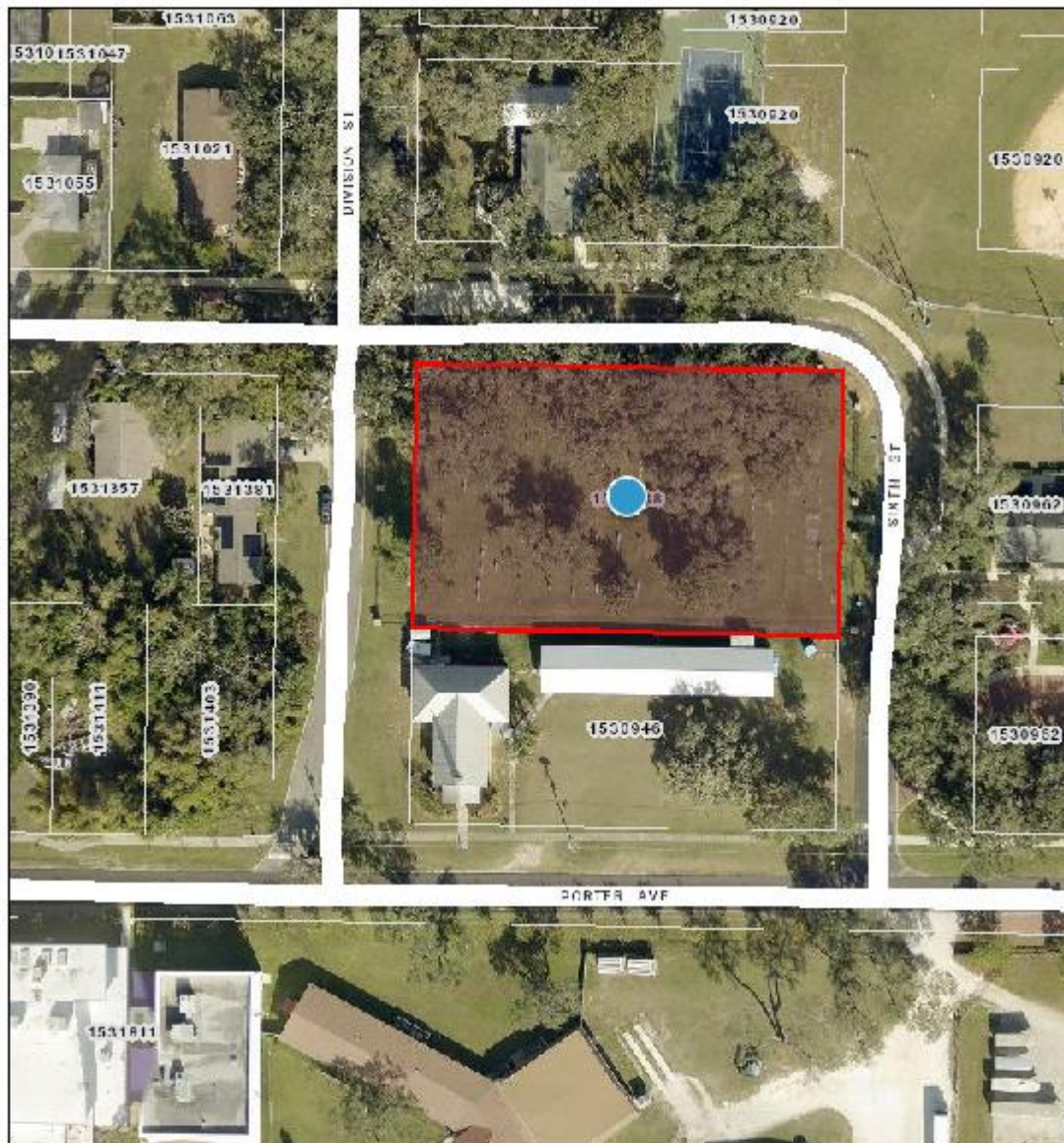


May 20, 2025



Lake County Board of County Commissioners

The area includes the 80-foot strip roadway between the houses located on 4th, 3rd, and Porter.



May 20, 2025

pointLayer



Override 1

polygonLayer



Override 1



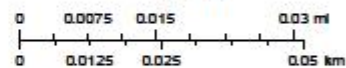
County Boundary



Surrounding Counties

Street Names

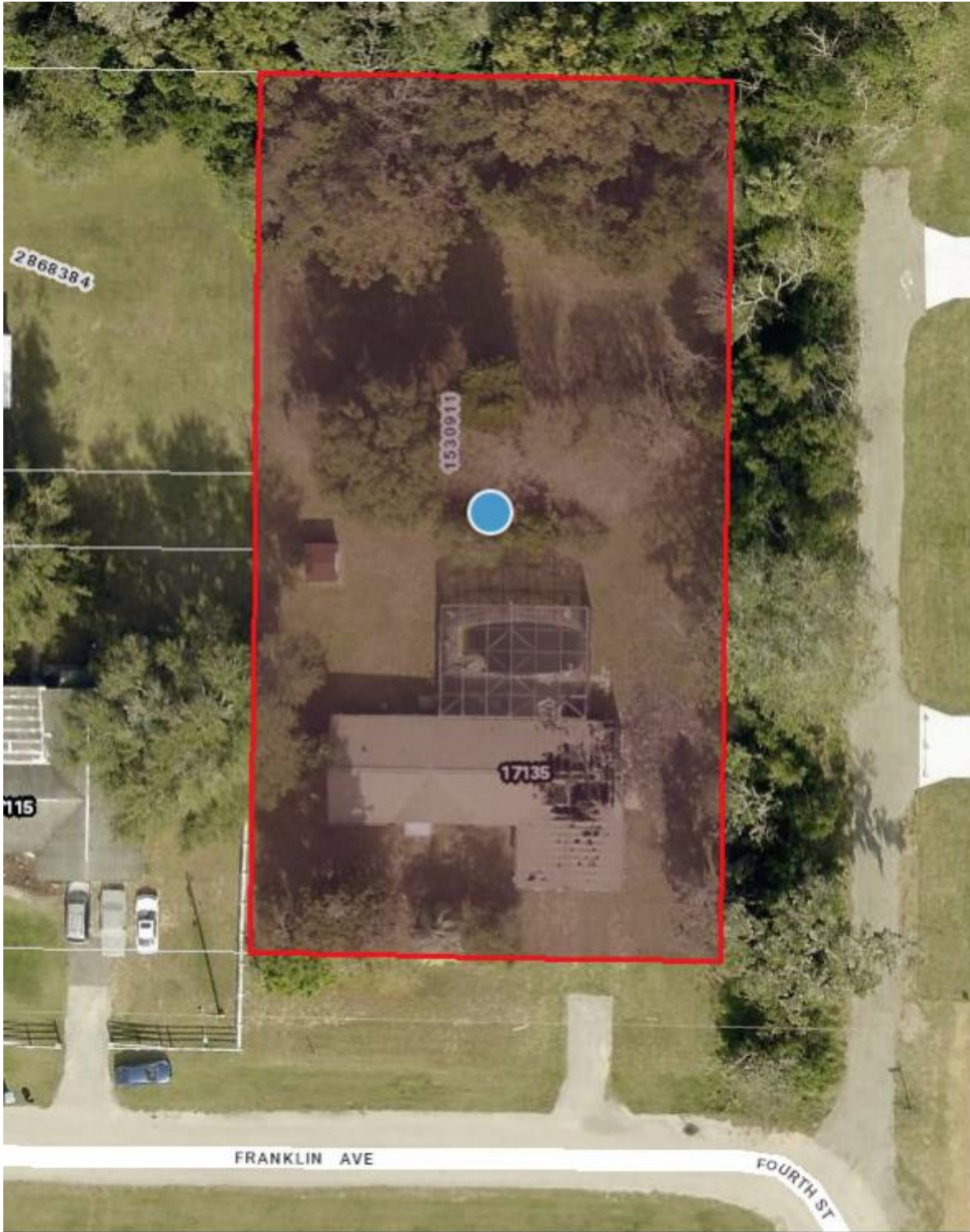
1:1,000



Lake BCC

Lake County Board of County Commissioners

Cemetery – 6th St/Division



Butterfly Garden, Fourth and Franklin