



INDIAN RIVER COUNTY  
PURCHASING DIVISION  
1840 25<sup>TH</sup> STREET, SUITE N-118  
VERO BEACH FL 32960-3365  
(772) 567-8000 EXT 1416 FAX (772) 770-5140

## REQUEST FOR PROPOSALS

**PROJECT NAME:** SANDRIDGE GOLF CLUB COURSE MAINTENANCE

**RFP NUMBER:** 7054

MANDATORY PRE-PROPOSAL MEETING: APRIL 27, 2005 AT 1:00 P.M. AT SANDRIDGE GOLF CLUB; 5300 73<sup>RD</sup> STREET; VERO BEACH, FL 32967

**REFER TECHNICAL QUESTIONS TO:**

BOB KOMARINETZ, DIRECTOR OF GOLF

TELEPHONE: (772)770-5003

FAX: (772)770-5109

**REFER GENERAL TERMS & CONDITIONS QUESTIONS TO:**

JERRY DAVIS, INTERIM PURCHASING MANAGER

TELEPHONE: (772) 567-8000 EXT 1416

FAX: (772) 770-5140

E-MAIL: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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**BID OPENING DATE:**

**BID OPENING TIME:** 2:00 P.M.

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**ALL PROPOSALS MUST BE RECEIVED IN THE PURCHASING DIVISION LOCATED AT 1840 25<sup>TH</sup> STREET, SUITE N-118, VERO BEACH, FLORIDA 32960-3365 PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE PROPOSALS WILL BE RETURNED UNOPENED.**

**PLEASE SUBMIT ONE (1) ORIGINAL AND -THREE-(3) COPIES OF YOUR PROPOSAL**

## **IMPORTANT! - PLEASE READ CAREFULLY BEFORE MAKING PROPOSAL**

### **GENERAL PROVISIONS**

#### **ACKNOWLEDGEMENTS OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgement must be received by Indian River County by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

#### **ADDITIONAL INFORMATION**

Questions concerning the contract or technical portions of the proposal document must be submitted in writing to Bob Komarinetz, Director of Golf, 5300 73<sup>rd</sup> Street; Vero Beach, FL 32967, fax number (772) 770-5109. Offerors are cautioned that any statements made by individuals, or employees of Indian River County, that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening.

#### **PROPOSAL ENVELOPES**

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the request number, commodity, and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express mail envelopes containing a sealed proposal shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of proposals.

#### **PROPOSAL RECEIPT AND OPENING**

Indian River County will receive sealed proposal until date and time indicated on proposal cover. Proposals must be delivered, by hand or mail, to the Indian River County Purchasing Division, located at 1840 25<sup>th</sup> Street, Suite N-118, Vero Beach, FL 32960-3365, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Proposals must be time stamped in the Purchasing Division before or on the hour and date indicated on the cover sheet for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the offeror unopened. It is the responsibility of the offeror to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. **FAXED PROPOSALS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the proposal(s) at the specified time and date of the opening or a personal inspection may be made of the proposal(s) after award has been made and documents are placed in central and public files.

#### **INSURANCE REQUIREMENTS**

Prior to the time contractor is entitled to commence any part of the project, work, or services under this contract, contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and

2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident.
2. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death and property damage of not less than \$1,000,000.00, each occurrence combined single limit. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.
3. Commercial Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than \$1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
4. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000.00 per occurrence, if occurrence form is available; or claims made from with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Indian River County, Purchasing Division, 1840 25<sup>th</sup> Street, Suite N-118, Vero Beach, FL 32960-3365. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
3. The term "County" or "Indian River County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Indian River County.
4. Indian River County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retention of whatever nature.

### CERTIFICATES AND LICENSES

The successful offeror shall possess all valid licenses and certificates required for performance of the work specified herein. Current notarized copies of licenses and certificates shall be provided to Indian River County within twenty-four hours upon demand at any time prior to or during the contract term.

### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and b) is caused in whole or in part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the County.

In any and all claims against the County or any of its agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

### DEBARMENT

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

### EXPENSES INCURRED IN PREPARING PROPOSAL

Indian River County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

### INFORMALITIES AND IRREGULARITIES

Indian River County has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a offeror with the proposal for Indian River County to properly evaluate the proposal, Indian River County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Indian River County Board of County Commissioners reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of Indian River County.

NONCONFORMING TERMS AND CONDITIONS

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. Indian River County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by Indian River County of nonresponsiveness based on the submission of nonconforming terms and conditions.

VENUE

The laws of the State of Florida shall govern this agreement. 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 federal jurisdiction, in the United States District Court for the Southern District of Florida.

PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders 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 \$25,000] 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.

**END OF GENERAL PROVISIONS**

## STATEMENT OF WORK

### I. Introduction

Indian River County will receive proposals from firms having specific experience and qualifications in the area identified in the Request for Proposals. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.

### II. Background Information

#### 1. PURPOSE

- A. As directed by the Board of County Commissioners, the County has issued this solicitation in order to consider various options for the operations of Sandridge Golf Club.
- B. The County's objectives are to:
  - 1. Find a qualified maintenance company to perform duties set forth in the Request For Proposal (RFP).
  - 2. Reduced operating costs without affecting the quality and level of service.

#### 2. BACKGROUND

Sandridge Golf Club is a 36 hole, daily-fee public golf facility owned and operated by the Indian River County Board of County Commissioners. Sandridge Golf Club is a self-supporting enterprise fund entity of Indian River County and has maintained that posture since inception.

#### GOLF COURSE DESCRIPTION

<b>Golf Course:</b>	The Dunes	The Lakes
<b>Built/Open:</b>	1986	1992
<b>Par:</b>	72	72
<b>Length:</b>	6,900 Yards From Back Tee	6,200 Yards From Back Tee
<b>Architect:</b>	Ron Garl	Ron Garl
<b>Construction Co.:</b>	Guettler and Sons	Guettler and Sons

#### TURF TYPES

<b>Greens:</b>	Tif-Dwarf Bermuda	Classic Dwarf
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<b>Tees:</b>	419 Bermuda	419 Bermuda
<b>Fairways/Rough:</b>	419 Bermuda	419 Bermuda

OVERSEED

<b>Greens:</b>	Poa Trivialis/Perennial Rye (85/15) on Both	
<b>Tees:</b>	Perennial Rye on Both	
<b>Fairways/Rough:</b>	None	

DUNES GOLF COURSE PARTICULARS

	<i>Measurements:</i>	<i>Approx. Sq. Ft/Acres:</i>
<b>Putting Surfaces:</b>	20 Greens	118,000 Sq. Ft.
<b>Tee Surfaces:</b>	70 Tees	112,000 Sq. Ft.
<b>Fairways:</b>	18	32 Acres
<b>Bermuda Rough:</b>		48 Acres
<b>Other Rough Under Irrigation:</b>		22 Acres
<b>St. Augustine Lawn:</b>		5 Acres
<b>Aquatics:</b>	8	14 Acres
<b>Sand Bunkers:</b>	38	87,500 Sq. Ft.

LAKES GOLF COURSE PARTICULARS

	<i>Measurements:</i>	<i>Approx. Sq. Ft/Acres:</i>
<b>Putting Surfaces:</b>	20 Greens	102,000 Sq. Ft.
<b>Tee Surfaces:</b>	46 Tees	108,000 Sq. Ft.
<b>Fairways:</b>	18	31 Acres
<b>Bermuda Rough:</b>		33 Acres
<b>Other Rough Under Irrigation:</b>		15 Acres

**St. Augustine Lawn:**

**Aquatics:** 5 26 Acres  
**Wetlands:** 2 6 Acres  
**Sand Bunkers:** 38 96,000 Sq. Ft.

IRRIGATION SYSTEM: DUNES COURSE

**Rain Bird Maxi V** 31 Satellites  
**Controller System**

**Pump Station:** PSI, Re-Fab, Skid Mount, 2 – 75HP, 1 – 25 HP Jockey

**Irrigation Source:** Surface water, lake and canal fed

IRRIGATION SYSTEM: LAKES COURSE

**Rain Bird Maxi V** 31 Satellites  
**Controller System**

**Pump Station:** Flowtronic's, 2 – 75HP – 1 PM Pump

**Irrigation Source:** Surface water, lake and canal fed and supplemented by wells

**3. EFFECTIVE CONTRACT DATE & TERM**

The proposed effective date of this contract is October 1, 2005. The initial contract period will be a 5 YEAR duration ending 9-30-10 and subject to three separate 5 YEAR renewals based upon the County's approval.

**4. PROPOSAL TASK AND ESTIMATED DATES FOR COMPLETION**

<u>Description</u>	<u>Date</u>
Release RFP	3-23-05
Mandatory Pre-Proposal Meeting	4-27-05 – 1:00 P.M.
Proposals Due	5-10-05 – 2:00 P.M.
Start of Negotiations	7-6-05
Begin Execution of Contracts	8-15-05
Initiation of Contract Service	10/1/05

**5. QUESTIONS**

In order to maintain a fair, open and impartial competitive process, the County will ONLY respond to written questions submitted to Bob Komarinetz, Director of Golf, 5300 73<sup>rd</sup> St.; Vero Beach, FL 32967; fax number 772-770-5109. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening. Written responses will be shared with all potential proposers who attend the mandatory pre-proposal conference.

**6. RENEWAL OPTIONS**

Contract will renew for each additional 5 year term after the initial 5 year period of performance. This renewal is based upon agreeable terms negotiated beginning 120 days prior to expiration date. If agreeable terms are not met the County will notify the contractor in writing of non-renewal 90 days prior to expiration date.

**7. TERMINATION**

Any contract may be terminated, in whole or in part, by the County, with or without cause, upon written notice to the contractor 120 days prior to termination. The contractor shall be paid for services rendered to the County's satisfaction through the date of termination.

**8. ADDENDA**

If, with respect to this Request for Proposal, any addenda are issued, they will be sent by US Mail to all prospective proposers who obtained this Request for Proposals. However, it shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

**9. DUE DILIGENCE**

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as the accuracy and completeness of the required information. It is the responsibility of proposers to ensure that they have all the information they deem necessary to affect their proposal. The county will not be responsible for the failure on the part of the proposers to determine the full extent of the risk exposures and scope of work required to effectively perform under contract.

**10. EXCEPTIONS**

Any deviations from the terms, conditions or specifications in any part of this RFP must be clearly pointed out and incorporated; however, such statement shall not relieve the Proposer from meeting RFP requirements. In the absence of such statements, the County will assume that all items offered are in strict compliance with the RFP specifications and the successful proposer will be held responsible for such compliance.

## 11. DRUG-FREE WORKPLACE

Drug-free workplace certification shall be executed and returned with the proposal.

### III. Scope of Work

Furnish 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: Greens, tees, approaches, collars, fairways, roughs, cart paths, driving range tee, practice areas, lakes, water hazards, course facility's grounds, clubhouse grounds and along roadways. Inclusive of this contract is the maintenance of the turf, shrubs, plants and trees.
- Propose and execute corrective actions to bring sub-standard areas of the golf course up to the standards reflected in this document.
- Furnish all labor and supervision to professionally maintain and improve upon the existing golf courses in accordance with the specifications listed in Article III-M of this RFP. This work force will include a trained and experienced Golf Course Superintendent stationed at the course full-time.
- Perform all normal functions which are essential to providing quality playing conditions; e.g., greens mowing, cup changing, moving tee markers, grooming, etc.
- 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 course 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

Supervision shall be maintained over Contractor's working personnel at the Golf Course. 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 the County's image. All employees shall be neatly attired at all times in a manner that will reflect credit to both the Contractor and the County.

1. A Supervisor must be on seven days a week during normal working hours and on Saturdays and Sundays until 12:00 P.M. to oversee the additional work force provided on the weekends.
2. On tournament days, a minimum of two supervisors 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**

1. To obtain maximum performance the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist, certified golf course superintendents, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expense of the Contractor.
2. The County reserves the right to perform the final interview of the Superintendent prior to hire.
3. The Contractor hereby certifies that the Golf Course Superintendent assigned will have the educational background necessary to provide ongoing maintenance programs which shall fulfill the terms and conditions of this agreement. 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 the RFP. The Superintendent must have the experience and background to manage a crew necessary to perform the duties as set forth in this RFP.
4. 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 the 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**

1. 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.
2. The Contractors shall furnish advance weekly work schedules to the County's representative one week prior to performing its maintenance work. Such advance weekly work schedules shall contain a blank space for the County's representative to approve of such a schedule in the event it is acceptable. In addition, Contractor shall also furnish an advance monthly master scheduling plan setting forth the proposed work schedule for the upcoming month to the County's representative.
3. The working schedule shall be rotated so that an appropriate crew member will be on the 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.
4. There will be no reduction of work schedule to avoid overtime for time out because of holidays, etc.
5. Contractor will submit a monthly employee roster with titles. Contractor will also submit a bi-weekly schedule of employees (Same as above) along with the actual Man-Hours worked during that period.  
Note: To avoid any misunderstanding between the County and Contractor, this agreement will be based on man hours worked. Man-Hours lost from employees being sick or short of staff will result in overtime added or hiring of temporary personnel to perform necessary work lost.
6. 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. EVALUATION OF OPERATION**

At the end of the first ninety (90) days hereof, the Contractor shall submit a formal report to The County's representative outlining recommendations which will improve the golf courses and all grounds of the facility.

**E. CONTRACTOR REPRESENTATIVE**

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

**F. COUNTY REPRESENTATIVE**

The County will designate, in writing, an individual to serve as its representative to monitor the contractor's method of operation. This representative will be 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 and following up by a written recommendation of areas that need improvement.

**G. 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.

**H. PERSONNEL**

1. The Contractor shall employ qualified personnel skilled in the performance of the golf course maintenance.
2. 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.
3. 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.
4. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel and the types of positions proposed along with the man hours required per week per individual.
5. 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 superintendent with authority to speak and act for the Contractor.

**I. MISCELLANEOUS PROVISION**

1. The Contractor shall in no event subcontract any position of the work called for hereunder without prior 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.
3. 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 this contract.
4. Accident Prevention
  - a. Precaution shall be exercised at all times for the protection of employees, other persons and property.
  - b. 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 Responsible Agent or his designee of such conditions.

**J. LIABILITY INSURANCE AND INDEMNIFICATION**

1. 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 Contractor shall provide and maintain during the life of the contract, public liability and property damage insurance and umbrella coverage in the amounts specified in Exhibit A.

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.

2. The Contractor, in consideration of being awarded a contract hereby covenants and agrees to indemnify and hold harmless Indian River County or its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by the undersigned, including attorney's litigation or any appellate proceedings with respect thereto. This indemnification expressly includes independent torts of the County, its officers, agents and employees as well as vicarious liability.

**K. BID AND PERFORMANCE BOND**

If awarded the contract, the Contractor shall furnish a payment and performance bond equal to one hundred percent (100%) of the contract for one year. This bond must be renewed within 30 days beginning each new contract year. The bond is for the security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the form required by Florida Statutes 255.05 together with an up-to-date power of attorney showing authorization of the surety's agent to execute the bond. Any bonding company submitting a bid bond or construction bond to the County must be licensed to transact a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasurer under act of Congress.

**L. 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 this 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.

**M. MINIMUM MAINTENANCE STANDARDS**

Note: These 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 5/32” to ¼” 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 (3) times each summer. This will be done with “Ryan Greensaire” or

approval equal which places holes on two (2) inch centers and a minimum of two (2) inches deep. One aerification per year will be performed by utilizing a Verti-drain (or approved equal) 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 should occur every two to three weeks during the summer growing season and during the winter.
- f. Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.
- g. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.
- h. Fertilization: The greens' fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Typically, with Bermuda grass putting greens, 1.5 pounds of actual nitrogen per 1,000 square feet per growing month would be considered a minimal fertilization schedule. Only fertilizer specifically formulated for putting shall be applied.
- i. Fungicide: All greens and practice greens shall have appropriate fungicide applications made when environmental conditions favor disease development.
- j. Pre-emergent chemicals: Shall 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.
- k. 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.
- l. Insecticide: All greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf.

m. Over seeding: All greens shall be over seeded each Fall with a Hybrid mix of 85% Perennial Ryegrass and 15% Poa Trivialis. A soil temperature range of 72 – 74 degrees Fahrenheit is best suited for over seeding. About thirty days prior to over seeding all nitrogen fertilization shall be discontinued. A seeding rate of 10 pounds per 1,000 square feet should be applied, followed by a top dressing and matting operation. This process is followed by two to three supplemental seedings at 2 lbs per 1,000 sq. ft. every two weeks for four to six weeks for a total of 14-16 pounds per 1,000 square feet.

**2. All Areas Used for Tee Surface**

- a. Mowing: All tees shall be mowed to a height ranging from ¼” to ½”;
- b. Top dressing: All tees shall be top dressed a minimum of three (3) 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 as needed and supplied with clean towels. Ball washers are to be thoroughly cleaned at least once per week.
- e. Weed Control: Tees shall be kept weed-free an extent of at least 98% of the area by the proper application of approved herbicides.
- 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 (3) times each summer using the same procedure as outlined for greens in the previous section III M#1-d.
- h. Fertilization: All tees shall be fertilized at a minimum rate of 12 – 14 pounds of nitrogen per 1,000 square feet on an annual basis. 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 three times per week between ½” to ¾” 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 (2) times per summer. Aerification holes shall not exceed a spacing of eight (8) inches on center or be of a diameter of less than ½” with minimum penetration of two (2) “ 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, two or three supplemental core aerifications should be conducted annually during the growing season with a Verti-Drain (or approved equal) aerifier.
- c. Fertilization: All fairways and roughs shall be fertilized a minimum of four (4) times or 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 at least yearly.
- e. Weed control: Fairways shall be kept weed-free to an extent of at least 95% of the area by the proper application of approved herbicides.

**4. Roughs (Non-Bermuda)**

All areas are to be maintained at a maximum height of 3” and a minimum of two (2) mowings per month during the growing season.

**5. Landscape Areas**

All areas within perimeter of operations 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. 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 should be accomplished with a rotary

mower. Areas unable to be reached with the mower should be trimmed with a string trimmer at the same height as the mowing height. Edging of asphalt and concrete surfaces should 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.

**7. Fertilization and Pest Control**

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

**8. Mulch**

Cypress mulch will be applied in all landscape bed areas once per year approximately 3 – 4 inches in depth. The type of mulch must be approved by the County's Representative.

**9. Annual Planting**

Annual plants will be planted twice per year once in the Fall (Nov. – Dec.) and in the Spring (April – May) approximately four (4) plants per square foot. These plants will be installed at the front entrance and around the clubhouse area. Approximately 1,000 square feet of planted area.

**10. Clean-Up**

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

**11. Weed control**

All areas shall be maintained free of weed grass whether by mechanical or chemical means.

**12. Trimming**

The plant material (Trees, shrubbery and ground covering) shall be trimmed as necessary for protection from wind, insect damage and for appearance.

**13. Remove and Replacement**

The plant material damaged by negligence of 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. Mowing: Mechanical removal of grass shall not be accomplished within one foot of tree trunks.
- e. Removal and Replacement: All damaged trees shall be removed and replaced by the CONTRACTOR within fourteen (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 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 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. 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 \$200.00 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 charges back to the County. If there is an overage, an invoice must be submitted on or before the 10<sup>th</sup> of October. If the invoice is not received on or before that date, the County will not be responsible for any overage.

**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. Waste areas will be raked twice per week year round.

**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 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.

**N. GOLF COURSE MAINTENANCE EQUIPMENT**

Historically, the County has purchased all major equipment necessary to maintain the Sandridge Golf Courses (See Schedule A). The Contractor has provided maintenance personnel and supplies to keep the equipment in working order. The County also replaces the equipment as noted in Schedule B.

**OPTION 1**

The Contractor will be required to purchase all current equipment at a fair market value. Submitted herein is the equipment inventory list (Schedule A). When submitting the proposal, the Contractor must price out each piece of equipment separately. The selected Contractor may negotiate a payment schedule, however, when submitting the proposal a lump sum price will be required.

Also attached is a five (5) year equipment replacement schedule (Schedule B) that is currently used. Contractor will be required to submit a similar replacement schedule. This schedule will be revised each year. This revised schedule must be submitted before October 1<sup>st</sup> of each year to be approved by the County's Representative.

**OPTION 2**

The County will continue to purchase the equipment as proposed in Schedule B. Once the Contractor has been selected, the County and the Contractor will meet to determine which option will prevail in the contract.

**O. CONTRACT PAYMENT**

Upon executing the agreement, the County will pay to the Contractor in twelve equal monthly payments upon the signing of the agreement. The remaining balance will be paid on or before the 1<sup>st</sup> Friday of each month thereafter until the termination of the Agreement.

**P. BUDGET AND STAFFING**

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

**Q. SELECTION**

Proposals received at submittal deadline will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information

and/or met any/all mandatory requirements. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration.

Those proposers fulfilling the basic submittal requirements shall be referred to the Selections Committee for review and further consideration.

The Selection Committee shall meet to rank each firm proposing. The rankings shall be the result of each selection committee member scoring each firm against the criteria in Section R herein. The members shall then total the scores for each firm and assign a ranking based on their scoring totals. The rank order assigned by each evaluator will be recorded and an overall committee ranking will be established. This recommendation shall be brought before the Board of County Commissioners for their approval in order to commence negotiations as required.

Pending successful contract(s) negotiations, the formal contracts will be returned to the Board of County Commissioners for execution.

The County retains the right, should the County determine the negotiations have not been successful, to return to the next highest ranked firm(s) and begin new renegotiations. This process may continue until such time the County has determined the negotiations to be successful.

Summary: All proposers shall be advised that the Selection Committee may determine that oral presentations, additional written information, internal staff analysis and presentations, outside consultants and/or any other information may be requested by the Selection Committee at any time during the selection process in order to help the committee determine the final ranking of firms and/or approaches. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking at the discretion of the Committee.

## **R. CRITERIA**

The following five (5) criteria and associated point values are the basic framework for the evaluation of each proposal. Therefore, as only the framework for the evaluation, it is the responsibility and incumbent upon every proposer to provide through their proposal any/all specific information to the Selection Committee through your written proposal that demonstrates to each Committee Member your firm's ability to perform and provide satisfactory service to the County.

The County through this RFP document has provided the criteria with associated point ranges and maximums. Each evaluator, therefore, has discretion to assign points in relation to the quality of your written proposal in response to, or the addressing of, each selection of the evaluation criteria.

**NOTE:** Points assigned by each evaluator are important in that they form the basis for each individual evaluator's order of ranking. Points or point spreads between

each firm by each evaluator are not important to the Committee as a whole as the decision or recommendation of the Selection Committee will be based on cumulative rank.

**POINT SYSTEM FOR EVALUATION WITH ASSOCIATED CRITERIA:**

- A. Responsiveness to RFP 0 – 5 Points  
Following proposal format, clarity of proposal, ability to Explain complex ideas.
- B. Organization of firm 0 – 15 Points  
Size, structure and organization
- C. Demonstrated Experience 0 - 30 Points  
Documentation of similar projects performed, references, Government experience, financial/other resources, Training/safety/quality programs.
- D. Ability To Perform/Management Plan 0 – 25 Points  
Line item budget submittal, staffing and salary structure.
- E. Total Financial Package 0 – 25 Points

**S. PROPOSAL FORMAT**

It is important that every proposer provide a clear and concise proposal for the Committee to review due to the potential complexity of this project. Contractors ability to accomplish this task will result in:

1. Assurance that each Committee member understands the written submissions, and therefore, is able to do a fair and complete evaluation of your work.
2. The allocation of evaluation points under Section R-A.

The suggested format would be to start the proposal by addressing each area of criteria shown in Section R, B through E. Next, you may discuss your reaction to, or your specific concurrence with, the items discussed in the performance specifications and/or scope of work under area of interest. Finally, each proposer shall detach, fill in information, execute as necessary and incorporate in response all of the required proposal documents in the same order as issued in the RFP document.

**T. SUBMISSION**

All proposals shall be signed in ink by the individual owner or authorized principal of the Firm.

All proposals must be submitted in accordance with the requirements set forth in this document. Sealed proposals must be received at:

**Indian River County  
Purchasing Department  
1840 25<sup>th</sup> Street, Suite N-118  
Vero Beach, FL 32960-3365**

No later than 2:00 P.M., local time, \_\_\_\_\_. It is the responsibility of the Proposer to send or bring the original and 3 copies of the proposal in a sealed envelope(s) with the outside clearly marked:

**RFP NUMBER 7054**

And addressed as previously stated. Proposals received late or elsewhere other than as specified will be returned to the proposer unopened. FAX's will not be accepted.

The 2:00 P.M. deadline will be strictly observed and will not be waived under any circumstance.

**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 but allowing management staff to perform within budgetary constraints.

It is felt that these goals and objectives are being achieved under the present system. It is of the utmost importance that these goals and objectives continue to be met under any management program, providing the best possible golfing experience for the residents and visitors to the Indian River County Sandridge Golf Course.

**The contents of this proposal submitted by the successful contracting firm and this request for proposals will become a part of any contract award as a result of these specifications. The successful contractor or firm will be expected to sign a contract with Indian River County.**

## RESPONSE FORMAT

Offerors shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

### Tab   Item

- I.     *Management summary.* The offeror shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Offeror shall also provide a comprehensive organizational chart.
  
- II.    *Proposal.* Describe, in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development. Proposers must disclose financial and other resources necessary to perform all the tasks set forth in this RFP. Proposers must demonstrate and document the type of safety and training programs that are practiced.
  
- III.   *Corporate experience and capacity.* The offeror shall state the size of the firm, the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the professional staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development.
  
- IV.    *Qualifications.* The offeror shall submit comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services.
  
- V.     *References.* The offeror shall provide at least three (3) references for contracts of similar size and scope. 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 and telephone number of a responsible contact person. References should contain only those for similar services.
  
- VI.    *Pricing.* The offeror shall provide pricing information relative to providing the services outlined herein. Pricing shall include all direct and indirect costs, including all out-of-pocket expenses. Indian River County is not responsible for expenses incurred in preparing and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

Pricing shall include the following information:

- 1) Name of the firm;
- 2) Certification that the person signing the proposal is entitled to represent the firm, authorized to submit the proposal and pricing data, and authorized to sign a contract with Indian River County Board of County Commissioners;
- 3) A detailed and comprehensive fee schedule for the services offered; and
- 4) An estimated lump sum total for all tasks outlined in the Scope of Work per year, based on the fee schedule offered above.

## **REVIEW AND ASSESSMENT**

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, discussions, and interview sessions (if necessary). INDIAN RIVER COUNTY RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

1. Qualifications and experience of the firm and assigned staff members;
2. Understanding of the required services and their respective objectives;
3. The degree of completeness of response to the specific requirements of the Request for Proposals;
4. Cost.

The offeror shall be required before the award of any contract to show to the complete satisfaction of Indian River County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy Indian River County with regard to the offeror's qualifications. Indian River County may take reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror falls to satisfy the County that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

### **POSTING OF AWARD RECOMMENDATION (S)**

Award recommendation (s) will be posted for review by interested parties at the Purchasing Department prior to submission through the approval process to the Board of County Commissioners for final execution of award, and will remain posted for a period of five (5) business days.

### **RIGHT TO PROTEST**

Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation of proposed award of a contract may protest to the Purchasing Manager. The protest shall be submitted in writing within seven calendar days after such aggrieved person knows or should have know the facts giving rise thereto.

**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 is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_

(Name of entity submitting 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. 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)

**STATEMENT OF NO PROPOSAL**

If your company does not intend to bid, please return this form **immediately** to:

**INDIAN RIVER COUNTY PURCHASING DIVISION  
1840 25<sup>TH</sup> STREET, SUITE N-118  
VERO BEACH FL 32960-3365**

We, the undersigned, have declined to submit a bid for IRC RFP # \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_

For the following reasons:

- Specifications too "tight" (i.e. geared toward one brand or manufacturer only.)
- Insufficient time to respond to the Invitation to Bid
- Our Company does not offer this product or service
- Our schedule would not permit our company to perform
- Unable to meet specifications
- Specifications unclear (*Please explain below*)
- Unable to meet Insurance Requirements
- Remove our Company from your "Bidders List" altogether
- Other (*specify*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this *STATEMENT OF NO BID* is not executed and returned, our Company may be removed from the Purchasing Division's Bidders List for this commodity.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

SCHEDULE A

*To Be Revised*

**INDIAN RIVER COUNTY, FLORIDA  
ASSET LIST BY ASSET NUMBER**

ASSET #	DESCRIPTION	PURCHASE DATE	BID PRICE
145930	(7) JOHN DEERE PUSH MOWER TRAILER	5/15/1993	
156560	W-87 BALL WASHER - BRUSH MODEL	1/25/1995	
164600	2100 GALLON VERTICAL STORAGE TANK	2/17/1997	
182720	TORO REELMASTER 7 GANG MOWER	4/30/1998	
182730	TORO SANDPRO 3020	4/30/1998	
182760	TORO GREENSMASER 3050	5/19/1998	
182810	ANGLEMASTER 2000	4/30/1998	
185210	RANGE BALL DISPENSER	2/8/1999	
186140	TORO SPIKER ATTACHMENT	4/27/1999	
186350	TORO GREENSMOWER	11/9/1998	
186360	TORO GREENSMOWER	11/9/1998	
186690	TORO SAND PRO 3020	5/27/1999	
186700	TORO 7 GANG REELMASTER	5/27/1999	
186750	61" SCAG MOWER	5/20/1999	
186760	61" SCAG MOWER	5/20/1999	
188260	TORO TURF AERATOR	8/3/1999	
206750	3 GANG DRIVING RANGE BALLPICKER	2/24/2002	
21738	TORO GREENSMASER 3100 RIDING	12/2/2003	
21739	TORO GREENSMASER 3100 RIDING	12/2/2003	
21740	ALLEN 418H FLYMOWER WITH DISC	12/2/2003	
21741	ALLEN 418H FLYMOWER WITH DISC	12/2/2003	
21783	HT2300 MARUYAMA HEDGE TRIMMER	12/2/2003	
21784	HONDA 4 STROKE STICK EDGER	12/2/2003	
21785	HONDA 4 STROKE STICK EDGER	12/2/2003	
21786	HONDA 4 STROKE TRIMMER	12/2/2003	
21787	HONDA 4 STROKE TRIMMER	12/2/2003	
21788	HONDA 4 STROKE TRIMMER	12/2/2003	
21789	HONDA 4 STROKE TRIMMER	12/2/2003	
21790	PRO TRIM 308-H EDGER	12/2/2003	
115240	MOD IPL-6 HYDRAULIC LIFT TABLE	1/12/1990	
145440	MOD YA212A WELDING UNIT	4/27/1993	
147070	1993 3430 FORD TRACTOR	10/27/1992	
152650	1994 JD 855 TRACTOR	3/14/1994	
157700	JACOBSEN WALKING GREENS MOWER	5/11/1995	
157710	JACOBSEN WALKING GREENS MOWER	5/11/1995	
158750	GRAVELY 1050 PRO VAC	9/12/1995	
163550	VERTI-DRAIN AERIFIER	9/30/1996	
166590	JACOBSEN 1900D TRI-KING	6/30/1997	
1667310	JD 5300 2WD TRACTOR	10/1/1997	
177400	JACOBSEN PGM 22 GREENSMOWER	11/30/1997	
182770	CARRYALL TURF II	4/30/1998	

182780	CARRYALL TURF II	4/30/1998	
182800	TORO WORKMAN UTILITY VEHICLE	4/30/1998	
183790	TORO 5500 ATV SPRAYER	8/18/1998	
185030	JD 5310 TRACTOR	4/22/1999	
185040	JD 5310 TRACTOR W/ FT BUCKET	4/22/1999	
186310	CLUB CAR CARRYALL TURF II	11/9/1998	
186320	CLUB CAR CARRYALL TURF II	11/9/1998	
186330	CLUB CAR CARRYALL TURF II	11/9/1998	
186340	CLUB CAR CARRYALL TURF II	11/9/1998	
189050	TORO REELMASTER 3100	9/23/1999	
192370	WORKMAN 3200 FULL BED & SIDE KIT	5/23/2000	
192380	WORKMAN 3200 FULL BED & SIDE KIT	5/23/2000	
192390	TORO TOPDRESSER 2300	5/23/2000	
193340	REELMASTER 6500D W/ 11 BLADES	6/1/2000	
193350	GREENSMASER 3050 RIDING MOWER	6/1/2000	
193360	GREENSMASER 3050 RIDING MOWER	6/1/2000	
193500	MULTI-PRO 1100 W/SPRAYER SYSTEM	7/1/2000	
193970	TERRA TOPPER DRESSER MOD T-750	9/27/2000	
196470	JD TRACTOR MODEL 5320	5/29/2001	
196790	KB DEBRIS BLOWER TRAILER MOUNTED	4/30/2001	
201190	HM195 EASTMAN HOVER MOWER	11/13/2001	
201200	HM195 EASTMAN HOVER MOWER	11/13/2001	
201210	HM195 EASTMAN HOVER MOWER	11/13/2001	
201220	HM195 EASTMAN HOVER MOWER	11/13/2001	
201230	TORO REELMASTER 6500-D MOWER	11/23/2001	
201240	JACOBSEN 22" WALKGREENS MOWER	11/27/2001	
210350	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210360	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210370	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210380	JACOBSEN WALKING GREENSMOWER	9/19/2002	
210390	TORO GREENSMASER 3100	9/19/2002	
210400	TORO WORKMAN 3200 MODEL 07211	9/19/2002	
210410	TORO 5020 SANDPRO MODEL 08886	9/19/2002	
21188	TORO PRO CARE 440	1/21/2003	
21241	2003 CLUB CAR TURF 2 UTILITY V	2/3/2003	
21242	2003 CLUB CAR TURF 2 UTILITY V	2/2/2003	
21750	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21751	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21752	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21753	RECON JACOBSEN WALKING GREENSM	12/5/2003	
21755	TORO GROUNDMASTER 228-D W/ 28H	12/9/2003	
21756	TORO SAND PRO 5020 W/ 16HP GAS	12/9/2003	
21872	JOHN DEERE 4410 TRACTOR	2/15/2004	
9238	STEEL ROLLER COMPLETE W/ HITCH	9/1/1987	
9313	12 INCH RYAN SOD CUTTER	6/30/1987	
9337	GRINDER	7/15/1987	
153140	1994 GMC 1-TON DUMP TRUCK	8/4/1994	

Schedule B

ASSET DESCRIPTION	REPLACEMENT PLAN					
	QTY.	2004/05	2005/06	2006/07	2007/08	2008/09
BACKPACK LEAF BLOWERS		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
BED KNIFE GRINDER	1					
BUNKER RAKE (A)	1	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
CHAINSAW	1	\$500	\$500	\$500	\$500	\$500
DEEP TINE AERIFIER	1					
FAIRWAY MOWER (A)	1		\$30,000			
FAIRWAY MOWER (B)	1			\$30,000		
FINE TOP DRESSER UNIT	1					
FLYMOWER	2	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
GMC DUMP TRUCK	1					
HYDRAULIC LIFT TABLE	1					
LARGE RIDING ROTARY MOWER	1					
LARGE TRACTOR - 3430 FORD	1					
LARGE TRACTOR - 3900 FORD	1					
LARGE TRACTOR - JD 5300	1					
LARGE UTILITY VEHICLE (A)	1	\$17,500		\$17,500		\$17,500
MIG WELDING UNIT W/ACCESS	1					
MISC. ITEMS UNDER \$200 GROUP	2	\$500	\$500	\$500	\$500	500
I.E. SMALL CHAINSAWS, ETC.						
REEL GRINDER	1					
ROUGH AERATOR	1					
ROUGH GANG MOWER	2	\$30,000				
ROUGH/SLOPE MOWER (A)	1	\$25,000			\$25,000	
ROUGH/SLOPE MOWER (B)	1		\$25,000			\$25,000
SMALL ROTARY LAWN MOWER	2	\$10,000	\$10,000		\$10,000	\$10,000
SMALL TRACTOR - JD 855	1					
SMALL UTILITY VEHICLE (B)	2	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
SOD CUTTER	1					

**Schedule B**

ASSET DESCRIPTION	REPLACEMENT PLAN					
	QTY.	2004/05	2005/06	2006/07	2007/08	2008/09
SPIKER UNIT	1					
SPRAYER UNIT 300 GAL.	1					
SPREADER (LARGE AND SMALL)	1 EACH					
STEEL ROLLER W/HITCH	1					
TOP DRESSER HEAVY DUTY	1			\$10,000		
TRACTOR/LOADER	1					
TRIPLEX GREENS MOWER (A)	2		\$37,000		\$37,000	
TRIPLEX GREENS MOWER (B)	1	\$18,500		\$18,500		\$18,500
TURF AERIFIOR	1					
VACUUM/SWEEPER	1		\$10,000			
VACUUM SMALL	1					
WALK MOWER TRAILERS	6					
WALKING GREENS MOWER	4		\$10,000		\$10,000	
WEEDEATER/STICKEDGER	2 EACH	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
		\$137,500	\$158,500	\$112,500	\$118,500	\$107,500



YEAR 1

**OPERATING BUDGET**

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)	
BID BOND FEE	
MISCELLANEOUS	
BUNKER SAND REPLACEMENT	
MANAGEMENT FEE/PROFIT	

TOTAL OPERATING BUDGET \_\_\_\_\_

**PRICING SUMMARY SHEET**

*EQUIPMENT PURCHASED (SCHEDULE A)*

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***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***

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OPERATING BUDGET COSTS

\_\_\_\_\_

PERCENTAGE OF INCREASE

\_\_\_\_\_

EQUIPMENT REPLACEMENT

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***YEAR 4      SALARY & BENEFITS***

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OPERATING BUDGET COSTS

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PERCENTAGE OF INCREASE

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EQUIPMENT REPLACEMENT

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***YEAR 5      SALARY & BENEFITS***

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OPERATING BUDGET COSTS

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PERCENTAGE OF INCREASE

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EQUIPMENT REPLACEMENT

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