

PART 4
PROPOSAL DOCUMENTS

INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization:
ARBOR CARE TREE SERVICE

Federal Employer Identification Number (FEIN): 30-0350174

State of Florida License Number (If Applicable):

Name of Contact Person: CLYDE E. LOVETT

Title: OWNER

E-Mail Address: nana33513@hotmail.com

Mailing Address: P.O. Box 211

Street Address (if different):

City, State, Zip: Bushnell, Fl. 33513

Telephone: 352-303-3878 **Fax:** 352-793-3572

Organizational Structure – Please Check One:

Corporation Partnership Proprietorship Joint Venture Other

If Corporation:

Date of Incorporation: **State of Incorporation:**

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Clyde E. Lovett

Signature: *Clyde E. Lovett*
Doing Business As: Arbor Care Tree Service

Title: Owner

Phone: 352-303-3878

ORIGINAL

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:

- Proposal Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposal Document Checklist of Items Required to be Submitted.
- 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).
- Proposer Certification / Addenda Acknowledgement Form.
- Statement of General Terms and Conditions.
- Disclosure of Subcontractors, Sub-consultants and Suppliers
- A sworn, notarized Statement of Contractor's Experience and Personnel.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- One original proposal, clearly labeled "Original"; three printed copies of the proposal in its entirety; and one electronic version not password protected of the original submitted proposal in its entirety.
- A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC
 - Liability Insurance: The submitter shall purchase and maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the Proposal. Liability insurance shall be obtained at the vendor's expense and in his/her name as the insured, which Certificate shall show Sumter County Board of County Commissioners as additional name insured. Liability insurance shall be provided on a form approved by Sumter County Board of County Commissioners and shall include endorsements for contractual liability and such other endorsements appropriate for the work required by this Proposal as may be required by the Sumter County BOCC. The limit of liability for this coverage shall not be less than \$1,000,000 single event limit.
 - Automobile Liability Insurance covering all automobiles and trucks the vendor may use in connection with this Proposal. The limit of liability for this coverage shall not be less than \$500,000 CSL per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles.
 - Workers' Compensation Insurance, as required by the State of Florida.

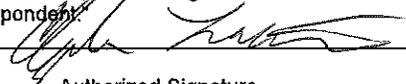
All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing

services pursuant to the award of this proposal, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 09/15/2011

I, Clyde E. Lovett (name), an authorized officer of Arbor Care Tree Service (company/vendor), confirm that the above listed documents are provided in our company's proposal being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4435 Fax 352-689-4436	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: September 16, 2011	DUE TIME: 10:00am	ITB # 018-0-2011/AT
TITLE: Sumter County Routine Tree Services		
VENDOR NAME: Clyde E. Lovett, DBA Arbor Care Tree Service	PHONE NUMBER: 352-303-3878	
VENDOR MAILING ADDRESS: P.O. Box 211	FAX NUMBER: 352-793-3572	
CITY/STATE/ZIP: Bushnell, Fl. 33513	E-MAIL ADDRESS: Nana33513@hotmail.com	
<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 ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, 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 ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."</p>		
<u>Attach #1</u> Addendum #	<u>Attach #2</u> Addendum #	<u>Attach #3</u> Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB 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 ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC 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 COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>		
Clyde E. Lovett DBA: Arbor Care Tree Service Authorized Agent Name, Title (Print)	 Authorized Signature	9/15/2011 Date
<i>This form must be completed and returned with your Submittal</i>		

ITB # 0-18-02011/AT

For Sumter County Routine Tree Services

Clyde E. Lovett,
Arbor Care Tree Service

Attachments to bid

1 - Certificate of Liability Insurance
General Liability & Auto Liability

2 - Verification of automatic Exempt Status from Workers Comp coverage Requirements

3- Company Policy – Drug Free Workplace and Substance Abuse



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James W Kry Insurance 206 S Main St Bushnell ,FL 33513	CONTACT NAME: Cheryl J Christensen PHONE (A/C, No, Ext): 352-793-6001 E-MAIL ADDRESS: cchristensen@jameskryins.com	FAX (A/C, No): 352-793-4742
	INSURER(S) AFFORDING COVERAGE	
INSURED CLYDE LOVETT DBA ARBOR CARE TREE SERVICE PO BOX 211 BUSHNELL, FL 33513	INSURER A: WESTERN HERITAGE	NAIC# 37150
	INSURER B: INTEGON NATIONAL INS CO	29742
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **GL, CA** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP0854806	06/21/11	06/21/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000		PRODUCTS - COM/PROP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			FLC 2386869	07/08/11	07/08/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Tree Pruning, Dusting, Spraying, Repairing, Trimming or Fumigating incl Products/Completed Operations Class 99777
Certificate Holder is also listed as Additional Insured.

CERTIFICATE HOLDER Sumter County BOCC Attn: Financial Services 7375 Powell Rd, Suite 206 Wildwood, FL 34785B	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REPRESENTING
ALEX SINK
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Attch # 2

September 4, 2008

**VERIFICATION OF AUTOMATIC EXEMPT STATUS FROM WORKERS' COMPENSATION
COVERAGE REQUIREMENTS**

This letter verifies that the individual listed below is **AUTOMATICALLY EXEMPT** from Florida workers' compensation coverage requirements within the scope of the non-construction business or trade listed below and is not required to obtain an exemption issued by the Division of Workers' Compensation in order to achieve exempt status.

PERSON: CLYDE LOVETT
BUSINESS NAME: ARBOR CARE TREE SERVICE
ADDRESS: 4607 COUNTY ROAD 303
LK PANASOFFKE, FL 33538

TYPE OF NON-CONSTRUCTION
BUSINESS OR TRADE: TREE SERVICE

CLASS CODE OF BUSINESS: 0106

This verification of automatic exempt status applies **ONLY** within the scope of the non-construction business or trade listed above, and applies **ONLY** to the individual listed above. However, if **ARBOR CARE TREE SERVICE** employs four or more full or part-time employees, it must obtain workers' compensation coverage. A member of a limited liability company engaged in the non-construction industry is considered an employee if the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes. If a policy is in effect for the limited liability company engaged in the non-construction industry and the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes, the payroll of such member may be included in determining the premium for the policy.

If **ARBOR CARE TREE SERVICE** engages in a construction-related activity as defined in section 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the automatic exempt status for **CLYDE LOVETT** shall not apply, and **ARBOR CARE TREE SERVICE** must comply with workers' compensation coverage requirements for the construction industry.

If **CLYDE LOVETT** is a corporate officer as defined in Section 440.02(9), Florida Statutes, this Verification of Automatic Exempt Status from Workers' Compensation Coverage Requirements does not apply. In order to become exempt, **CLYDE LOVETT** is required to complete an exemption application and submit the application to the Division of Workers' Compensation. If the Division of Workers' Compensation determines that **CLYDE LOVETT** meets the eligibility requirements for the issuance of an exemption, the Division of Workers' Compensation will issue an exemption to **CLYDE LOVETT**.

If you have any questions, please call (850) 413-1609.

ARBOR CARE TREE SERVICE

DRUG FREE WORKPLACE AND SUBSTANCE ABUSE

Policy

Employees shall not unlawfully use, possess, transfer, manufacture, distribute, dispense, or sell any alcohol, or unprescribed controlled substance during work hours, including lunch, break and/or rest periods. Employees shall not use any alcohol or controlled substances outside their work hours in such a manner as to impair their performance or be observed or detected during work hours.

Testing

Drug testing shall be consistent with the right of employees to privacy, freedom from self incrimination and unreasonable search and seizure as well as other rights established by applicable federal and state statutes. Drug testing shall be performed upon reasonable suspicion, and random testing at the discretion of the employer.

The term "reasonable suspicion" shall be used as defined by state and federal statutes. Where a reasonable suspicion of the use of, or impairment by, illegal substances and/or inappropriate alcohol exists, the following procedures shall be followed:

- a. The employer will follow the Federal Department of Health and Human Services technical and scientific guidelines covering employee consent, specimen collection, chain of custody, specimen processing and reporting of results.
- b. Testing for the five standard drug categories will be done by a reputable, independent laboratory and will require a screening test and a confirming test on each positive specimen.
- c. The initial screening test shall be by the Enzyme-Multiplied Immunoassay Technique (EMIT).
- d. The confirming test shall be by the Gas Chromatography/Mass Spectrometry (GS/MS) method.

All information, interviews, reports, statements, memoranda, and records of all referrals, screening and confirming tests shall be held in strict confidence by the independent testing laboratory and by all personnel of Arbor Care Tree Service authorized to have knowledge thereof.

All related investigative and medical records will be handled with the confidentiality afforded under Florida Law.

Discipline/Discharge Due to the potential for extreme danger of physical injury to employees, persons near or in the vicinity of work performed; physical damage to equipment, buildings, structures, public and private property; and, inherent in all aspects of work performed by Arbor Care Tree Service, employees testing positive for any one or more of the 5 drugs noted in "b", above, shall be immediately discharged.

**ARBOR CARE TREE SERVICE
DRUG FREE WORKPLACE AND SUBSTANCE ABUSE**

No person discharged from employment as a result of positive test results may return to the workplace prior to having tested negative.

Self-disclosure of substance abuse shall be treated as an illness of a non-occupational nature. In such a situation, the employee shall provide written proof of abuse test before returning to work and subject himself/herself to random follow-up testing paid for by Arbor Care Tree Service. This period of testing will not exceed sixty months but may be for less time. Self-disclosure is defined as disclosure prior to any official notification to report for testing or prior to any investigation.

Arbor Care Tree Service will recommend to employees violating the Drug-Free workplace policies, they seek drug counseling and rehabilitation. No recommendation/referral for counseling/rehab, shall be construed to be intent of Arbor Care Tree Service, to contract for, or assume responsibility for reimbursement for services rendered in counseling or rehab services. All such expense shall be the responsibility of the employee.

This policy, as well as the dangers of drug abuse in the workplace is discussed with all employees of **Arbor Care Tree Service.**

The undersigned employee acknowledges having received a copy of this policy, as well as a discussion of same with the employer. He/She, further acknowledges understanding the penalty which will be imposed in the event of his/her violation of the policy.

_____ / _____

Signature

Employee Name/ Date rec./reviewed

_____ / _____

Signature

**Clyde E. Lovett, Owner
Arbor Care Tree Service**

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a 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 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 agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or Information, as applicable, are received at Contracts / Purchasing and the time the Board 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 Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Financial Services 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 Boards 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 Financial Services 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 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 Board and/or its CONSULTANT 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 Proposal/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 Financial Services Manager at (352) 669-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners 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 Proposal 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 Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com ((800) 711-1712) 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 Board. 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 Financial Services 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.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards 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 Boards.

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 Boards' 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 Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards 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 Boards' representative (Financial Services 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 to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, 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 from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

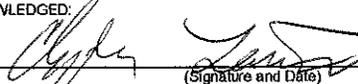
MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is 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 Financial Services 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 Boards unless evidenced by a Change Notice issued and signed by the Financial Services 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 time of opening. Samples not returned may be disposed of by the Boards 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 Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:


 (Signature and Date) 09/15/2011
 Clyde E. Lovett (DBA: Arbor Care Tree Service)

This document must be completed and returned with your Submittal

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: CLYDE E. LOVETT,

DATE: 09/15/2011

1. How many years has your organization been in business as a general contractor under your present business name? 10 yrs, 5 mo.

2. List all previous business names of your organization:
N/A

3. How many years experience in general contracting? 10 yrs, 5 mo
Prime Contractor 10 yrs, 5 mo Subcontractor _____

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
CLYDE E. LOVETT	OWNER

5. Have you ever failed to complete any work awarded to you in the last 3 years?
Yes _____ No xx. If yes, where and why?

EXPERIENCE

1 Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

Clyde E. Lovett
Owner/operator

Name	Position
All aspects of tree service work from project procurement, estimates, job completion, incl operation of all equipment (saws, vehicles, bucket truck, heavy equip, skidder/loaders, stump grinder, chippers, invoicing, employee management and supervision.	

Type of Work Owner/operator tree service.; **Yrs. Experience** 25; **Yrs. With Firm** 10.6

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
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Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
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Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
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Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
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1. List/describe five (5) construction contracts that you currently have. NONE

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Owner's Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

CONTRACTOR'S AFFIDAVIT

State of Florida
County of Sumter

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

Personally Known X or Produced Identification _____

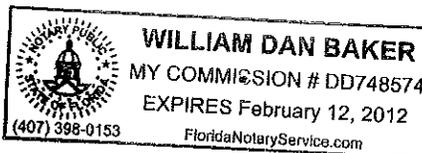
Sworn to and subscribed before me this 15 day of September, 2011

William D. Baker
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

William D. Baker
(Print Name of Notary Public)

(seal)

Sumter County Board of County Commissioners



DRUG FREE WORKPLACE CERTIFICATE

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

ARBOR CARE TREE SERVICE
(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 work place, 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 proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, 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 work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Clyde E. Lovett
Authorized Signature
Clyde E. Lovett, DBA: Arbor Care Tree Service.
9-15-11
Date Signed

State of: Florida

County of: Sumter

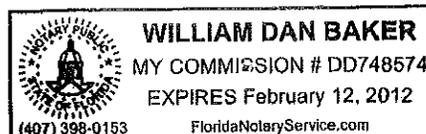
Sworn to and subscribed before me this 15 day of September, 2011

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

William D. Baker
Signature of Notary

My Commission Expires 2/12/2012

(seal)



DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

SUBCONTRACTOR LICENSE INFORMATION MUST BE SUBMITTED WITH THE ITB, IN ORDER FOR SUMTER COUNTY TO VERIFY THAT THE SUBCONTRACTOR ARE IN FACT LICENSE PERFORM THEIR TRADE SCOPE OF WORK.

Name of Firm Submitting Proposal:

ARBOR CARE TREE SERVICE

(Print or Type)

Name of Person Submitting Proposal:

CLYDE E LOVETT

(Print or Type)

Please list all Subcontractors, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

****Name of Firm or Agency:** LA PERLE CRANE SERVICE, INC.

Address: P.O. Box 447, Inverness, FL 34451

Telephone: 352-726-2483

Contractor's License number

Tax ID # 59-3125832

Contact Name / Title: Travis La Perle

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

This document must be completed and returned with your Submittal

**** The above noted Crane service to be used on an as need basis.**

**PART 5
SCOPE OF SERVICES**

Scope of Work for Routine Tree Services

Bid Price:

- A. The county will order services by issuance of a Sumter County Purchase Order number
- B. The contractor will agree to perform Tree Removal and Trimming Services to the Board of Sumter County Commissioners, Sumter County, FL
- C. The contractor will agree to work for a daily hourly rate of \$125.00 per hour utilizing a regular work day as an eight (8) hour day
- D. The contractor will agree on a night time call out rate of \$125.00 per hour
- E. The contractor will agree on a non-business hours call out rate of \$125.00 per hour with a three (3) hour minimum
- F. The contractor will agree on rate of \$125.00 per hour to grind stumps with a three hour minimum
- G. In the event the tree contractor requires the use of a crane to assist with the tree removal it must be pre-approved by The Road and Bridge Superintendent or the Assistant Director of Public Works at a rate of \$100.00 per hour, with a 3 hr minimum + 6% fuel charge.

Scope of Services:

- A. The contractor shall supply all necessary Labor, Equipment, Tools and Materials required; and perform the services at the location set forth by the County
- B. Equipment required to perform services must be kept in good repair and shall be maintained during contract terms

Safety:

- A. The contractor shall be responsible for the provision of adequate and proper safety precaution in conjunction with all services provided under the contract

Disposal Requirements:

- A. Public Works shall supply equipment and work force to dispose of all tree debris
- B. Work shall be performed within seven to ten (7-10) days after release of the purchase order. NOTE: Work must be invoiced within five (5) working days after completion.

Payment:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with the correct purchase order number
- B. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Sumter County Finance Department of Sumter County.

Contract Period:

- A. The period of this contract shall be for twenty-four (24) months from the day of award with the option to renew for three (3) one year extensions. The contract will not exceed a five year period.