



V I L L A G E O F K E Y B I S C A I Y N E

Office of the Village Manager

MEMORANDUM

Village Council
Mayra P. Lindsay, *Mayor*
Franklin H. Caplan, *Vice Mayor*
Luis F. de La Cruz
Theodore Holloway
Michael E. Kelly
Edward London
James Taintor

DATE: March 10, 2014
TO: Honorable Mayor and Members of the Village Council
FROM: John C. Gilbert, Village Manager
RE: Request for Proposals to Resurface the Village Green with Natural Turf

RECOMMENDATION

It is recommended that the Village Council review and revise, where necessary, the attached **DRAFT** Request for Proposal (RFP) to resurface two (2) athletic fields on Village Green with natural turf.

Once any additions, deletions and recommendations to the **DRAFT** RFP are submitted, the Administration will advertise the RFP.

The proposed timeline is as follows:

1. March 17th: Solicitation issued
2. April 14th: Opening of bid proposals
3. April 28th: Present RFP responses with recommendation to Village Council and request that Council authorize the Village Manager to negotiate the final contract
4. May 26th-June 1st: Resurfacing to begin

Reviewed by Mr. Terence McKinley from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

REQUEST FOR PROPOSALS

VILLAGE OF KEY BISCAYNE

RESURFACING TWO ATHLETIC FIELDS IN THE VILLAGE GREEN WITH NATURAL TURF

Solicitation Issued:	March 17, 2015	
Bid/Proposal Submissions Due:	April 14, 2015	Time: 2:00 PM
Submissions Received By:	Office of the Village Clerk Village of Key Biscayne 88 West McIntyre Street, Suite 250 Key Biscayne, Florida 33149	

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SECTION 1: Definitions

- a. Bid Proposal: "Bid Proposal" means the binding offer and any and all documents submitted to the Village by a Bidder in response to this Solicitation in pursuit of the Contract.
- b. Bid Proposal Price: "Bid Proposal Price" means the total monetary offer of the Bid Proposal.
- c. Bidder: "Bidder" (synonymous and interchangeable with "Proposer") means any Person submitting a Bid Proposal in response to this Solicitation.
- d. Contract: "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.
- e. Contractor: "Contractor" means the Bidder awarded the Contract.
- f. Lowest Responsive and Responsible Bidder: "Lowest Responsive and Responsible Bidder" means the Responsible Bidder who submits a Responsive Bid Proposal and offers the most advantageous pricing or cost benefit.
- g. Person: "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.
- h. Project Manager: "Project Manager" means the Village's project representative.
- i. Responsible Bidder: "Responsible Bidder" means a Bidder who is fully: (i) capable to meet all of the requirements of this Solicitation and under the Contract, including financial and technical; and (ii) able to evidence the ability to provide the Services under the Contract.
- j. Responsive Bid Proposal: "Responsive Bid Proposal" means a Bid Proposal that fully conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.
- k. Services: "Services" means the provision of any and all equipment, labor, materials, and work necessary for the Resurfacing of an Athletic Field in the Village Green with Natural Turf, which is located at 450 Crandon Boulevard, Key Biscayne, Florida 33149
- l. Solicitation: "Solicitation" means this Invitation to Bid.
- m. Solicitation Documents: "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the Village to solicit Bid Proposals for this Project, including but not limited to: addendums, amendments, forms and specifications.
- n. Village: "Village" means the Village of Key Biscayne, Florida.

- END OF SECTION 1 -

SECTION 2: Notices to Bidders

2.1. **VILLAGE'S LIABILITY**

This is a Solicitation only, it is not a contract. The Village shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The Village reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the Village. The Village is under no obligation to any Person under this Solicitation until a contract is executed for the Services described herein.

2.2. **AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The Village is the sole entity with the authority to issue and distribute any and all Solicitation Documents to any interested Person. Any Person, who obtained Solicitation Documents from any source other than the Village, may have incomplete Solicitation Documents. The Village assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents not issued and distributed by the Village.

Any and all Solicitation Documents shall be posted on the Village's page on the DemandStar website.

2.3. **ACCEPTANCE**

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the terms, requirements, specifications and conditions specified herein.

2.4. **RESTRICTED DISCUSSIONS**

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the Village except as expressly authorized herein. The Village may, in its sole discretion, reject the Bid Proposal submitted by a Bidder who is in violation of this provision.

2.5. **STATE OF FLORIDA BID AND CONTRACT REQUIREMENTS**

The Bidder must be eligible and qualified to bid in the State of Florida, being properly and currently registered to do business in the State, licensed and insured.

2.6. **ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in an other-than-written form, may contact the Office of the Village Clerk at (305) 365-5506.

-END OF SECTION 2 -

SECTION 3: Solicitation Information and Schedule

3.1. INTRODUCTION

The Village is seeking sealed Bid Proposals for the Resurfacing of two Athletic Fields, one in the northern portion and one in the southern portion of the Village Green with Natural Turf (hereinafter "Project"), which is located at 450 Crandon Boulevard, Key Biscayne, Florida (hereinafter "Location").

3.2. PURPOSE

The purpose of this Solicitation is to select one (1) Contractor to provide all equipment, labor and materials necessary to replace the existing natural turf with new Celebration Bermuda grass natural turf on two athletic fields located in (a) the northern portion and (b) the southern portion of the Village Green at 450 Crandon Boulevard in Key Biscayne, Florida (the "Project"). A more detailed description of the Project along with specifications and scope of work may be found at Exhibit "A": Part 1 for the northern field and Part 2 for the southern field.

3.3. SOLICITATION SCHEDULE

The following is the tentative schedule of events for this Solicitation. The Village reserves the right to modify this schedule at any time as best may serve the interests of the Village; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

<u>Event</u>	<u>Date</u>	<u>Time</u>
A. Solicitation Issued:	March 17, 2015	N/A
B. Mandatory Pre-Bid Meeting:	March 24, 2015	11:00 a.m.
<u>Location</u> Office of the Village Clerk Village of Key Biscayne 88 West McIntyre Street, Ste. 250 Key Biscayne, Florida		
C. Closing Date for Bidder Questions:	March 27, 2015	2:00 p.m.
D. Village's Answers to Questions by:	April 3, 2015	N/A
E. Bid Proposals Due:	April 14, 2015	2:00 p.m.
<u>Submitted To</u> Office of the Village Clerk Village of Key Biscayne 88 West McIntyre Street, Ste. 250 Key Biscayne, Florida 33149		
F. Opening of Bid Proposals:	April 14, 2015	2:00 p.m.
<u>Location</u> Office of the Village Clerk Village of Key Biscayne 88 West McIntyre Street, Ste. 250 Key Biscayne, Florida		

3.4. **DEMANDSTAR**

All correspondence between Bidders and the Village will be handled through the Onvia DemandStar procurement website platform. This includes, but is not limited to, Addenda, Amendments, Questions from Bidders and Responses to Questions from Bidders.

3.5. **PRE-BID MEETING**

Attendance of the Pre-Bid Meeting for this Solicitation is **MANDATORY**. The purpose of the Pre-Bid Meeting is to provide a method for all Bidders to become familiar with any and all conditions which may, in any manner, affect the equipment, labor, materials and/or Services required and/or to be provided under the Contract. The Village expects each Bidder to carefully examine any and all specifications and to become thoroughly aware regarding any and all conditions and requirements that may, in any manner, affect the equipment, labor, materials and/or Services required and/or to be provided under the Contract.

A claim by any Bidder of a lack of knowledge of any such conditions, requirements and/or specifications shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be considered evidence that the Bidder has familiarized itself with the nature and extent of the equipment, labor, materials and/or Services required and/or to be provided under the Contract.

3.6. **OPENING OF BID PROPOSALS**

Bid Proposals will be opened and publicly read on the date, and at the time and location, specified in hereinabove.

3.7. **SOLICITATION QUESTIONS**

The failure by the Bidder to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Bidder of all the terms, conditions and requirements set forth in this Solicitation.

A. **Submission of Questions**

All questions regarding this Solicitation shall be submitted in writing to DemandStar by the date and time specified hereinabove.

B. **Answers to Questions**

The Village's answers to Bidder questions will be posted by addendum on DemandStar on the date specified hereinabove.

-- END OF SECTION 3 -

SECTION 4: Bid Proposal Submission Instructions

4.1. BID PROPOSAL SUBMISSION INSTRUCTIONS

- A. The Bidder shall submit two (2) complete original paper Bid Proposals, each of which shall bear original signatures as follows:
- I. To the designated location and by the Closing Date specified in this Solicitation.
 - II. In a sealed package clearly labeled:
 - Solicitation No. Parks-2015-01
 - Resurfacing an Athletic Field in the Village Green with Natural Turf
- B. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- C. The Village shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the due date shall not substitute for actual receipt.
- D. Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

4.2. BID PROPOSAL CONTENTS

Notwithstanding any other forms and documents required in any other sections of this Solicitation, the Bidder shall include the following forms and documents, in separate tabs, with its Bid Proposal.

- Addendum and Amendment Acknowledgement (See Form in Exhibit B)
- Bid Bond (See Form in Exhibit B; in the amount of five percent (5%) in the proposed price)
- Bidder Qualifications
 - Description of Bidder's history
 - Names of officers and directors of the Bidder
 - Copy of Florida contractor license and/or Miami-Dade County Certificate of Competency
 - Copy of Certificate of Good Standing from the Office of the Secretary of State of Florida
 - Narrative description of municipal contracting experience
 - Narrative description of at least three (3) similar projects completed within the past three (3) years (include those using the same materials being proposed and include Owner representative contact information)
 - Resume(s) of key personnel to be assigned to the Project
- Single Execution Affidavits (Requires Notary) (See Form in Exhibit B)
- Installation Schedule (provide detailed CPM-type project schedule)
- Claim, Litigation and Lien History (for the past five (3) years)
- Maintenance and Warranty Information being proposed
- Proposed Price and Certification (See Form in Exhibit B)

4.3. The terms and conditions herein apply to this Solicitation and are not subject to change. These terms and conditions shall survive this Solicitation and shall be incorporated into the Contract.

4.4. **ACCEPTANCE AND REJECTION OF BID PROPOSALS**

The Village reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Village. The Village may reject the Bid Proposal of any Bidder in arrears or in default to the Village on any contract, debt, or other obligation.

4.5. **ACCURATE INFORMATION**

The Bidder certifies that all information provided, or to be provided, to the Village is true and correct and may be relied upon by the Village in awarding the Contract. Any false or misleading information is cause for the Village to reject the Bidder's Bid Proposal or to terminate the Contract, if awarded to the Bidder. Such rejection or termination shall relieve the Village of any direct or consequential damages or costs incurred by the Bidder.

4.6. **ADDENDUMS AND AMENDMENTS**

In the event an addendum(s) and/or amendment(s) is (are) issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in such addendum(s) and/or amendment(s). Verbal or written answers to questions not posted on the Village's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Bidder to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the Village's website at www.keybiscayne.fl.gov.

4.7. **BINDING BID PROPOSAL**

All Bid Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the Village of the Bidder's intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar day period.

4.8. **BID BOND**

The Bidder shall furnish to the Village, with the Bidder's Bid Proposal, an executed Bid Bond substantially in the form included in Exhibit B in an amount equal to five percent (5%) of the Bidder's Bid Proposal Price.

4.9. **CONFIDENTIALITY**

- A. Bidders are advised that the Village is subject to the Florida Sunshine Act and the Public Records Law. By submitting a Bid Proposal, the Bidder acknowledges that, unless expressly exempted, the materials submitted in response to this Solicitation and the results of the evaluation process are open to public inspection upon the Village's receipt of a proper request. Bidders should take note of these statutory requirements as it may relate to proprietary information included in a Bidder's Bid Proposal.
- B. In the event that a Bidder has submitted proprietary or confidential information that is expressly exempted for the Florida Public Records Law and has specifically identified this information in its bid Proposal and has declared precisely which statutory exemption applies,

the Village agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence.

- C. The Bidder agrees to hold all information and materials belonging to the Village or its agents in strictest confidence and not to release, disclose or make use thereof other than for the performance of its obligations under the Contract.

4.10. **CONTRACT AWARD**

It is the intent of the Village to award the Contract to one (1) Bidder; however, the Village reserves the right, in its sole discretion, to award the Contract to multiple Bidders in whole or in part. Award shall be to the Lowest Responsive and Responsible Bidder. If for any reason, through no fault of the Village, the Contract is not executed within thirty (30) days' notice of award, the Village may withdraw the tentative award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.

4.11. **SOLICITATION DOCUMENTS**

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations hereunder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands the Services under this Solicitation and the Contract.

4.12. **ERRORS IN BID PROPOSALS**

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior consent of the Village and in the Village's sole discretion, and may be cause to reject the Bid Proposal.

4.13. **INTEREST IN MORE THAN ONE BID AND COLLUSION**

Multiple Bid Proposals submitted in response to this Solicitation by the Bidder under the same or different names shall both be rejected and removed from consideration. Reasonable grounds for believing that the Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest.

Any or all Bid Proposals may be rejected if reasonable cause exists for believing that collusion exists among Bidders. Bid Proposals rejected under any of these provisions shall disqualify the submitting Bidder from responding to a reissuance of this Solicitation.

4.14. **LATE BID PROPOSALS**

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal to the designated location by the Closing Date specified in this Solicitation. The Village shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Bid Proposals delivered late or to any location other than the designated location shall be rejected as non-responsive and removed from consideration.

4.15. **MODIFICATIONS TO BID PROPOSALS**

The Bidder may only modify its Bid Proposal in accordance with and subject to the following:

- A. The Village shall consider the modified Bid Proposal as an entirely new Bid Proposal which will replace the original Bid Proposal; the original Bid Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal."

4.16. OPTIONAL GOODS OR SERVICES

The Village reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the Village, and may negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the Village. While pricing for optional goods and/or services may be requested in this Solicitation, the Village is under no obligation to consider such optional goods and for services when selecting the successful Bidder unless otherwise stated.

4.17. PROHIBITION ON CONTINGENT FEES

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the Village shall have the right to terminate or suspend the Contract without liability to the Village, its officials, or employees or in its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

4.18. ACCOUNTING SYSTEM AND AUDIT

The Bidder certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Bidder's budgetary and financial obligations.

The Bidder agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The Village may examine and obtain copies of the Bidder's records to determine and verify compliance with the terms and conditions of the Contract. The Bidder shall grant the Village access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds. The Contractor shall include a similar provision in all subcontracts.

4.19. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this Solicitation (e.g. technical specifications), the Bidder shall submit its questions in accordance with and as specified in Section 3 (Solicitation Information and Schedule) of this Solicitation. Questions shall be for clarification purposes only. Material changes, if any, to the Services or Solicitation procedures will be valid only if communicated by the issuance of an addendum or amendment by the City as specified in Section 3 (Solicitation Information and Schedule) of this Solicitation.

No variation in conditions, price and/or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid Proposal shall be considered evidence that the Bidder has familiarized itself with the nature and extent of the equipment, labor, materials and/or Services required and/or to be provided under the Contract.

4.20. RESTRICTIVE SPECIFICATIONS

It is the responsibility of the Bidder to inform the Village, in the form of a question submitted through DemandStar, should the Bidder believe any of the specifications or requirements of this

Solicitation to be confusing, contradictory, and/or overly restrictive and/or limiting. The failure of any Bidder to notify the Village Clerk of such belief prior to the deadline for questions shall not be grounds for protest by the Bidder or for any action to be taken by the Village.

Unless otherwise stated, the use of names and/or product numbers of any manufacturer are for descriptive purposes and for establishing general quality levels only; they are not intended to be restrictive or limiting. All Bidders are required to state in their Bid Proposal exactly what they intend to furnish.

4.21. BIDDER QUALIFICATIONS

Notwithstanding any of the qualifications specified in any other sections of this Solicitation, the Bidder must meet the following minimum qualifications in order to be eligible to submit a Bid Proposal in response to this Solicitation:

- A. The Bidder must have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- B. The Bidder must be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.
- C. The Bidder must assign a full time supervisor who: (i) shall have a minimum of three (3) years' experience in providing services similar to the Services hereunder; and (ii) shall be present at the Site at all times during construction.

The Village may investigate, as it deems necessary, the qualifications and/or abilities of the Bidder to perform the Services under the Contract. Upon request by the Village, the Bidder shall provide the Village with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Bid Proposal shall constitute acknowledgement and agreement by the Bidder to surrender any information and/or data requested by the Village for such purposes. The Village reserves the right, in its sole discretion, to reject the Bid Proposal of any Bidder who fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Bidder to perform under the Contract.

4.22 BIDDER REFERENCES

Bidders shall provide a minimum of three (3) project references for similar Services completed within the past three (3) calendar years.

-- END OF SECTION 4 --

SECTION 5: Contract Terms and Conditions

Notwithstanding any other terms and conditions herein, the following special terms and conditions shall apply to this Solicitation and be part of the contract arising therefrom.

5.1. ASSIGNMENT OF THE CONTRACT

The Village's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the Village; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.2. CHANGES IN SERVICES

The Village, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the Village from a change in Services shall be determined by mutual written agreement between the Village and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the Village unless made in writing and signed by the Village and the Contractor.

5.3. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the Village and the Contractor, must be decided under procedures listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the Village and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the Village Manager or designee.

B. The Village Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The Village Manager may consider any other information or written submissions from Village employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The Village Attorney may participate in the hearings to protect the Village's interest.

C. The Village Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the Village Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.

5.4. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the Village. The Contractor shall include a similar provision in all subcontracts.

5.5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Village and its officers, employees, and agents to the fullest extent authorized by Section 725.06(2), Florida Statutes, which statutory provisions are deemed to be incorporated herein by reference as if fully set forth herein.

5.6. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the State of Florida and the Village. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Florida for Miami-Dade County, District Court of Florida for Miami-Dade County or the United States District Court of Florida, Southern District.

5.7. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements (E-Verify). The Contractor shall further assure the Village that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.8. INCONSISTENT PROVISIONS

A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.

B. In the event of inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions of this Solicitation.

5.9. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Village, its officials, employees and agents from the following:

A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting in whole or in part from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and

B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the Village with a Release of Liens or Claims on Bond from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.10. **INDEPENDENT CONTRACTOR STATUS/PERSONNEL**

The Contractor: (i) shall perform the Contract as an independent contractor and shall not be considered an agent or employee of the Village nor shall any of the employees or agents of the Contractor be considered subagents or employees of the Village; and (ii) shall utilize personnel listed in their Bid Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the Village.

5.11. **INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance shall be at destination unless otherwise provided in writing by the Village. Risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance of the items by the Village, unless the loss or damage results from negligence by the Village. If the materials or Services supplied to the Village are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the Contractor and return such materials at the sole expense of the Contractor.

5.12. **LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

5.13. **NON-DISCRIMINATION REQUIREMENTS**

A. During the term of the Contract, the Contractor shall:

I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. State in all solicitations for employees that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the Village be declared void *ab initio*, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the Village or its officials or employees, and the Contractor may be declared ineligible for further contracts with the Village.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the Village Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the Village Manager concludes, on the basis of such investigation, that the Contractor

has failed to comply with these nondiscrimination clauses, the Village Manager may invoke the remedies hereinabove set out.

5.14. **PATENTS**

Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the Village.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the Village based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the Village's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the Village the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.15. **PAYMENT TERMS, TAXES AND INVOICES**

The Village shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The Village's standard terms of payment are payment of all undisputed amounts within thirty (30) days after receipt of a proper invoice in accordance with the Florida Prompt Payment Law.

B. Taxes

The Village is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the Village; the Village shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate shall be provided on request.

C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

Todd Hofferberth,
Director, Parks and Recreation
88 West McIntyre Boulevard
Key Biscayne, Florida 33149

5.16. **RECORDS**

A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.

B. The Contractor shall make available to the Village, State of Florida and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the Village deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

C. The Contractor shall include similar provisions in all subcontracts.

5.17. **TERMINATION**

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the Village may, upon written notice to the Contractor, declare the Contractor in default and terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the Village by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the Village, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Village. The Contractor, however, shall not thereby be relieved of liability to the Village for damages sustained by the Village by reason of any breach of the Contract by the Contractor, and the Village may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Village from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Village from terminating the Contract for such delay.

B. Termination for Convenience

The Village may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the Village for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the Village's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The Village shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Village may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the Village. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

5.18. PERFORMANCE AND PAYMENT BONDS

A. Bond Requirements

A Payment Bond and a Performance Bond (herein referred to collectively as "Bonds") shall be required in accordance with and subject to the following:

I. Payment Bond

The Contractor shall furnish to the Village, within ten (10) business days following receipt of a notice of intent to award issued by the Village, an executed Payment Bond in an amount equal to one hundred percent (100%) of the total Contract Sum.

II. Performance Bond

The Contractor shall furnish to the Village, within ten (10) business days following receipt of a notice of intent to award issued by the Village, an executed Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Sum.

B. Execution of Bonds

Bonds shall be executed in accordance with and subject to the following:

- I. The bonding entity shall be licensed, registered to do business and in good standing in the State of Florida. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- II. The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- III. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Miami-Dade County, Florida. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
- IV. The Bonds shall comply with the requirements of Chapter 255.05 of the Florida Statutes.

5.19. **INSURANCE**

A. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Village as it deems necessary or prudent.

- I Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- II Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- III Business Automobile Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- IV Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, if applicable.

B. **Certificate of Insurance.**

Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

C. Additional Insured.

Except with respect to Professional Liability Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

D. Deductibles.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

E. The provisions of this section shall survive termination of the Contract.

5.20. CONTRACT INFORMATION AND PAYMENTS

A. Contract Type

The Contract shall be a fixed price contract for a specified period.

B. Payments

Notwithstanding any other provisions with respect to payments specified in any other sections of this Solicitation, any and all payments under the Contract shall be paid in accordance with and subject to the provisions for Payment Terms, Taxes, and Invoices specified in Section 5.30 of this Solicitation and in accordance with and subject to the following:

I. Payments for Materials and Supplies

Payments for materials and supplies shall be paid monthly following receipt of an undisputed proper invoice for the materials and supplies purchased and received by the Contractor in the prior month.

II. Payments for Services

Payments for Services shall be paid monthly following receipt of an undisputed proper invoice for the Services completed by the Contractor in the prior month.

III. Payment Retainage

The Village shall hold as retention ten percent (10%) of each invoice. Upon completion and acceptance by the Village of the Services under the Contract, the Village shall pay the Contractor the accrued retention following receipt of a final undisputed proper invoice for the same (herein referred to as "Final Payment").

5.21. **RESPONSIBILITIES OF THE CONTRACTOR**

Notwithstanding any of the responsibilities of the Contractor specified in other sections of this Solicitation, the Contractor:

- A. Shall be responsible for the Services under the Contract until said Services are complete and accepted by the Village.
- B. Shall assign a competent supervisor: who shall remain on site at all times while providing the Services under the Contract; and who shall be responsible for:
 - I. Coordinating, directing and supervising all work and workers employed on the site;
 - II. Verifying any and all measurements at the site;
 - III. Ensuring all work under the Contract progresses without delay;
 - IV. Receiving, inspecting, accepting, and protecting any and all equipment and/or material delivered to or stored at the site; and
 - V. Inspecting and protecting any and all completed work at the Site.

Any and all instructions and/or orders given by the Village to any and all supervisors assigned to the site by the Contractor shall have the same force and effect as if given directly to the Contractor by the Village.

5.22. **NOTICE TO PROCEED AND COMPLETION OF SERVICES**

Within thirty (30) days following the effective date of the Contract, the Village shall issue the Contractor a written notice to proceed, after which the Contractor shall complete the Services by June 15, 2015 (hereinafter referred to as "Completion Date").

5.23. **LIQUIDATED DAMAGES**

Time is of the essence with respect to the Services under the Contract. In the event the Contractor fails to complete the Services by the Completion Date, for reasons which the Contractor is solely responsible, the Contractor will be required to pay to the Village, as liquidated damages and not as a penalty, the sum of One Thousand Dollars and Zero Cents (\$1,000.00) per day for each business day beyond the Completion Date for which the Contractor fails to complete the Services.

5.24. **WORK HOURS**

The Services provided under the Contract shall be performed Monday through Friday between the hours of 7:00 AM and 7:00 PM (or Dusk, whichever comes first). If necessary, Services may be performed on Saturday and Sunday between the hours of 9:00 AM and 5:00 PM with prior approval of the Village's Project Manager.

5.25. FORCE MAJEURE AND OTHER DELAYS

If the performance of the Contract is delayed at any time by any act or neglect of the Village, or by a separate contractor employed by the Village, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the Village, the Village shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the Village may decide, provided that the Contractor notifies the Village promptly of such a delay. Time extensions may only be granted by a Change Order and shall be the sole and exclusive remedy for excusable delays.

5.26. INSPECTIONS, LICENSES AND PERMITS

A. The Contractor shall obtain and maintain, at its sole expense, any and all inspections, licenses, and/or permits necessary to complete the Services under the Contract; however, fees for permits both required and issued by the Village shall be waived.

B. The Contractor shall be responsible for scheduling any and all required inspections necessary to complete the Services under the Contract.

5.27. EQUIPMENT, LABOR, MATERIALS AND SUPPLIES

Following the effective date of the Notice to Proceed, the Contractor shall order and/or obtain any and all equipment, labor, materials and supplies necessary to secure the availability of the same to complete the Services under the Contract by the Completion Date.

5.28. SAMPLE MATERIALS

The Contractor shall, when requested by the Village, provide the Village with samples of any and all material to be used under the Contract. The Services under the Contract shall be in accordance with approved samples.

5.29. RELEASE OF LIENS OR CLAIMS ON BOND

Upon completion of the Services, the Contractor shall provide the Village with a Release of Liens or Claims on Bond from any subcontractor, supplier, material men, or other supplier of materials and/or services with respect to the Services under the Contract.

5.30. EXISTING SITE AMENITIES

The Village shall be responsible for removing any and all existing site amenities (e.g. benches, bicycle racks, etc.) from the site, which may affect the Contractor's performance under the Contract, prior to the commencement of the Services.

5.31. TOILET FACILITIES

The Contractor shall be responsible providing such toilet facilities as may be required for the use of the workers while providing the Services under the Contract.

5.32. UNDERGROUND UTILITIES

The Contractor shall be responsible for locating and protecting any and all underground utilities. In addition, the Contractor shall be responsible for and shall indemnify and hold harmless the Village from any and all damages that the Contractor, its employees, subcontractors, and agents cause to such underground utilities and shall cause such damage to be promptly repaired and service restored.

5.33. SITE SAFETY AND USE OF PREMISES

While performing the Services under the Contract, the Contractor shall:

A. At all times enforce suitable rules and provide any and all guards, fences and/or protective devices required for the safe completion the Services.

B. Confine operations at the site to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.

C. Conform to any and all site rules and regulations affecting the work while engaged in construction.

D. Keep existing egresses outside the construction zones clear and available to the public during normal facility operation hours. These areas shall not be used for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.

E. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the construction zone. If any additional storage is necessary, obtain and pay for such storage off site.

5.34. **WARRANTY**

The Contractor shall warrant any and all work under the Contract against any and all defects in workmanship and/or material for a minimum period of one (1) year, which shall commence on the date of Final Payment (referred to herein as "Warranty Period"). During the Warranty Period, the Contractor shall:

A. Make any and all adjustments, repairs and/or replacements which become necessary due to: initial settlement and/or shrinkage; and defects in materials, workmanship, and/or installation.

B. Provide any and all labor and materials necessary to restore any and all adjacent areas to the work their original condition.

B. Provide the date of any and all manufacturer's warranty for the products.

-END OF SECTION 5-

EXHIBIT A

PART 1:

SCOPE OF WORK AND SPECIFICATIONS – NORTH ATHLETIC FIELD

1. Summary

This project is to replant Village Green north field with certified 'Celebration' bermudagrass sod after first completely killing the existing grass and weeds, locating and protecting irrigation parts, laser grading to construct a hip-roof crown with a 1.25% slope, then capping with 4 inches of sand rootzone mix (see specifications), and laser grading again to 1.25% slope. The entire north field is the grassed area (including area underneath trees) within a perimeter walk, about 2.17 acres, and the area to be crowned is the 240 ft. x 160 ft. main play area in the center, about 0.88 acres (see Fig. 1).

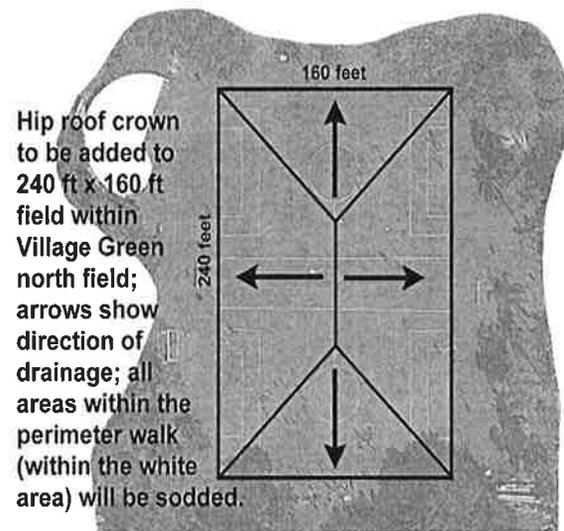


Fig.1. Village Green north field showing 240 ft. x 160 ft. central play area within a grassed area.

2. Protection of trees

Contractor will be responsible for protecting all trees and shrubs and their root zones during field renovation and to determine if a practice to be performed during field renovation will be harmful to trees or shrubs and promptly point out the issue to the Village, so a decision can be made by the Village whether to avoid certain areas. Contractor is responsible for payment of damages and/or replacement for any tree or shrub damaged.

3. Locating and protecting irrigation parts

Contractor will identify the location of all sprinkler heads, valve boxes, and other irrigation parts at or near the surface of the existing soil. Contractor will remove all sprinkler heads and cap pipes to prevent dirt from getting into the lines, and mark by GPS coordinates as well as surface identifiable features (such as flagging tape) the locations of sprinkler heads and other irrigation parts to make it possible to find sprinkler head fittings later. Contractor is responsible preventing all damage to the irrigation system, and replacing all sprinkler heads removed, and raising swing joints or other underground connections as needed to bring sprinkler heads to the correct elevation of the new ground level. Contractor is responsible for all repairs to irrigation needed to correct breakage done during field renovation and restoration of the irrigation system after construction.

4. Existing surface removal procedure

Contractor must spray the entire field with Roundup (glyphosate) at a labeled rate to kill perennial vegetation at least one time and up to three times as necessary to kill existing torpedograss and

purple nutsedge weeds in areas where they occur. Contractor will perform no tillage of soil less than 1 week after each Roundup application. Contractor will report to the Village a record of the date and amount and location each herbicide application within 24 hours of application, and follow all applicable laws including posting and reentry requirements. The Village may reject the method of killing existing grass and weeds if it feels that the method has not been successful or if there has not been at least 1 week after each Roundup application and subsequent tillage, or if there are other defects of the method of application. Contractor will cut, rake, pile up, and remove at least 80% of dead vegetation including bermudagrass and weeds.

5. Crowning, filling and grading requirements

Contractor will construct from the original soil present on the site a hip roof crown encompassing the 240 ft. x 160 ft. main play area in the center of Village Green north field (see Fig. 2) that will slope outwards at 1.25% in all four directions. The crown must be constructed on a subgrade of the existing soil which will be shaped by digging about 5 inches depth around the inside perimeter of the 240 ft x 160 ft area and dozing this soil to a ridge in the center ridge of the field 8 inches above the original soil level, and will result in 13 inches elevation above the slope bases. A cap of 4 inches depth sand rootzone will be placed evenly on top of the crowned subgrade, and an additional cap of 1 inch depth will be placed inside the perimeter of the 240 ft x 160 ft area, so that the graded slopes feather down to the original elevation, and the capped area conforms to a hip crown with 1.25% slope, except the slope will be slightly less than 1.25% at the base of the slopes. All areas to be planted to bermudagrass must be laser leveled and rolled to prevent subsidence each time they are worked; in the case of the crowned play area, it will be laser leveled and rolled after the subgrade is shaped and again after the sand rootzone is capped on top.

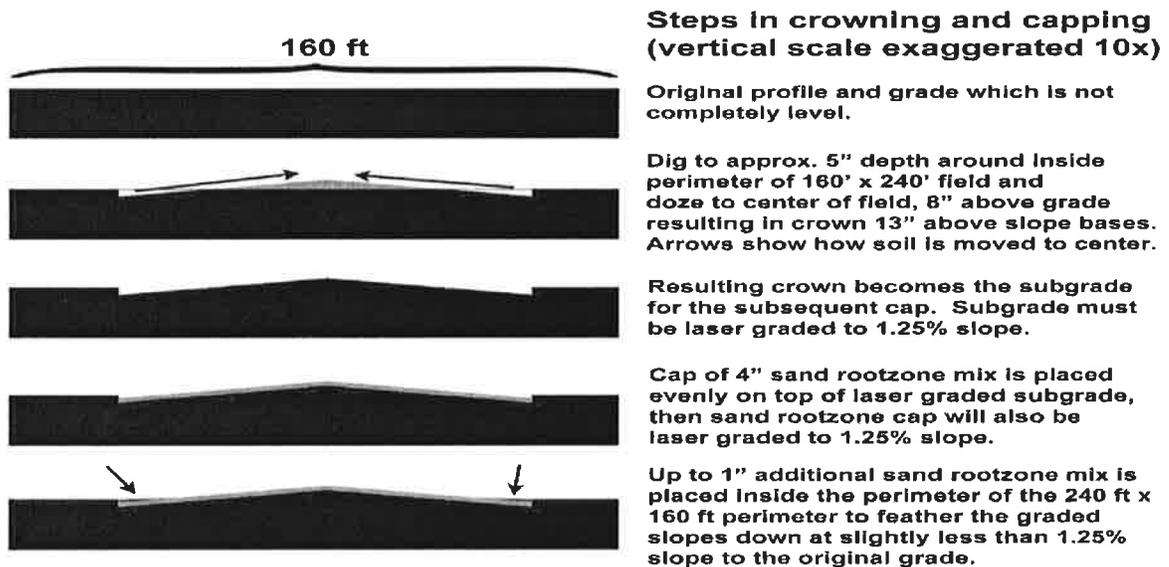


Fig. 2. Schematic of crowning steps.

6. Sand rootzone specifications

Contractor will be responsible for providing sand rootzone mix with components well mixed and measured by weight unless otherwise stated and be (a) of mineral components that are substantially silica and not calcareous; (b) at least 35% medium sand, particles between 0.25 mm and 0.50 mm in diameter; (c) at least 80% fine plus medium plus coarse sand, particles between 0.10 and 1.00 mm in diameter; (d) not more than 25% very fine sand plus silt plus clay, particles less than 0.10 mm in diameter; (e) not more than 10% silt plus clay, particles less than 0.05 mm in diameter; (f) not more than 25% very fine sand, particles less than 0.25 mm and more than 0.10 mm in diameter; (g) not more than 10% very coarse sand plus gravel, particles more than 1.00 mm in diameter; (h) have saturated hydraulic conductivity of at least 6 inches / hour; (i) have at least 10% and not more 15% by volume Canadian sphagnum peat moss; and (j) have at least 15% by volume large (air-filled) pore space. Contractor must provide certification from a qualified, independent laboratory using ASTM methods that the intended sand rootzone mix meets or exceeds the specifications. The Village has the right to reject the sand rootzone mix within 14 days after it is delivered on Village property.

7. Sod installation

Contractor must install bermudagrass sod, cultivar 'Celebration,' which is certified by either the Southern Seed Certification Association of Auburn, Alabama, or the Georgia Crop Improvement Association or the Georgia Crop Improvement Association of Athens, Georgia. Sod must be healthy and free of weeds or other pests and must be produced and sand soil with less than 10% soil organic matter by volume. Contractor must provide the name, address, and block of the farm area where the Celebration bermudagrass sod is intended to be obtained, within 2 weeks before the sod will be cut. Arrangements must be capable of being made for the Village and/or its representatives to visit the sod farm and block where the sod will be cut during at least a 2-week period.

Contractor will place sod pieces (which may be slabs or rolls or a combination of slabs and rolls) to completely cover the soil with no gaps or between sod pieces, either at the time of installation or thereafter. All portions of the top of each sod piece must be uniformly green and there may be no areas that are brown or yellow. Sod must be rolled after planting to improve the smoothness of the surface. If there is subsidence or dips following rolling, the low areas must be dug up, backfilled with sand rootzone mix, and the sod in those areas replanted.

8. Maintenance transition and warranty

Contractor will be responsible for irrigating, mowing, fertilizing, pest control, and all other practices of Village Green north field for 56 days after the date of the final completion including grading, capping, sodding, and replacement of irrigation. The Village will provide the contractor access to the irrigation control or will irrigate according to contractor's instructions. Contractor will inform the Village on the date that grading, capping, sodding, and replacement of irrigation is completed, and the Village will within 10 days inform the contractor whether these steps have been completed satisfactorily, and if they have not been completed, what if any deficiency(ies) must be corrected before the 8-week warranty period will begin. If problems arise during the warranty period, the project will be deemed to be incomplete. Problems may include but are not restricted to failure of the sod to root enough to prevent it from being pulled out by hand, noticeable weeds including

weeds that were present before sodding, insect or disease damage, discoloration, and irregularities in grade or slope that exceed 1/2 inch elevation within any 100 square foot area.

EXHIBIT "A"

PART 2:

SCOPE OF WORK AND SPECIFICATIONS - SOUTH ATHLETIC FIELD

Summary

This project is to replant Village Green south field with certified 'Celebration' bermudagrass sod after first completely killing the existing grass and weeds, locating and protecting irrigation parts and other structures, dozing and laser grading a central field area to construct a "hipped-roof" design with a 1.5% slope in all four directions (see additional details below), then capping with 4 inches of sand rootzone mix (see specifications), and laser grading again to 1.5% slope. The entire south field is the grassed area (including area underneath trees) within the perimeter path, excepting the playground areas and three buildings, about 3.49 acres. The central field area to be designed with a "hipped roof" is the 360 ft x 175 ft main play area in the center, about 1.44 acres (see Fig. 1), centered on two existing football goal posts. The purpose of this project is to achieve a multipurpose field for various sports that can be easily managed and that will have adequate drainage and capacity for runoff during heavy rain storms.

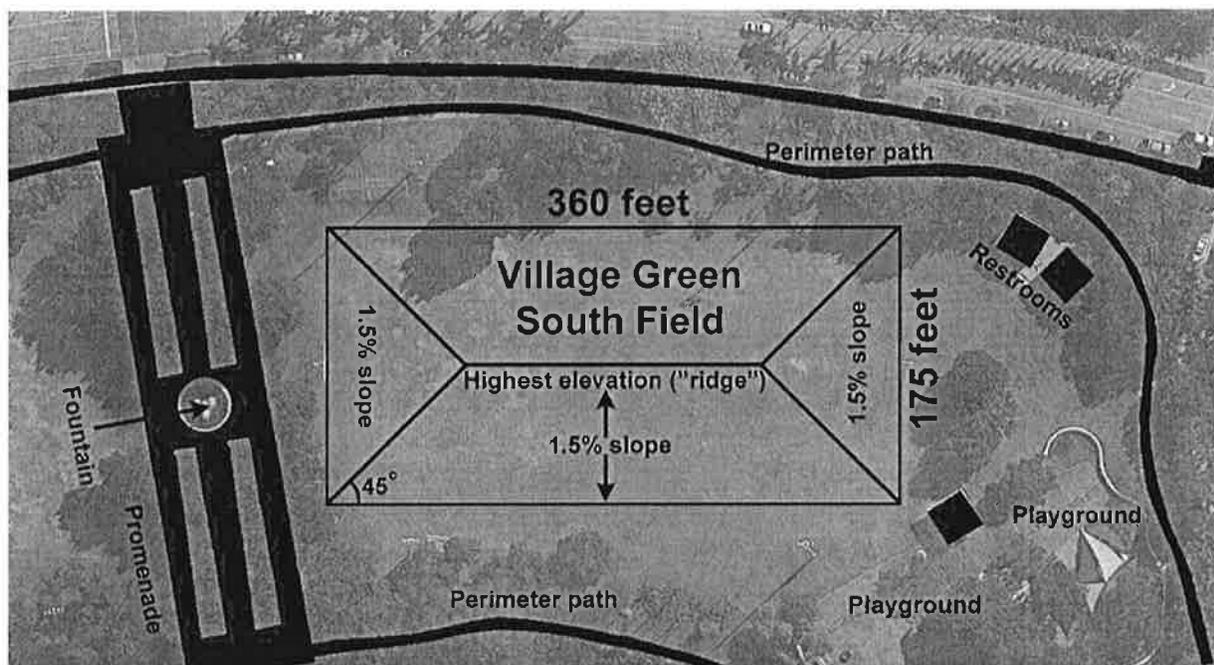


Fig. 1. Village Green south field showing 360 ft. x 175 ft. central play area within the larger south field.

Specifications

Protect trees

There are many valuable trees and shrubs surrounding and within Village Green south field. The contractor is responsible for protecting all trees and shrubs and their root zones during field renovation and to determine if a practice to be performed during field renovation will be harmful to trees or shrubs, and to point out the issue to the Village of Key Biscayne, so a decision can be made whether to avoid certain areas. Contractor is responsible for payment of damages for any tree or shrub damaged.

Kill existing grass and weeds

Because the existing field has perennial grass weeds and sedges, such as torpedograss and purple nutsedge, and existing bermudagrass may be 'Celebration' or may have a mixture of other bermudagrass cultivars, the entire field must be sprayed with nonselective herbicide Roundup (glyphosate) up to three times to completely kill all existing perennial grasses. There may be no tillage or soil disturbance less than 1 week after each Roundup application. Contractor must report to the Village of Key Biscayne a record of the date and application rate and other details of method of each herbicide application within 24 hours of application, and follow all applicable laws. The Village of Key Biscayne may reject the method of killing existing grass and weeds if it feels that the method has not been successful or if there has not been at least 1 week after each Roundup application and any subsequent tillage, or if there are other defects in the method of application.

Remove herbaceous vegetation

Substantially all or the vast majority by volume of herbaceous vegetation including bermudagrass and weeds must be cut, raked, or otherwise piled up and removed from the site at the cost of the contractor.

Locate and protect irrigation parts and other structures

Contractor will identify the location of all sprinkler heads, valve boxes, and other irrigation parts at or near the surface of the existing soil. All sprinkler heads must be removed and the pipes capped to prevent dirt or other debris from getting into the pipes, and the locations must be marked by GPS coordinates and with surface identifiable features such as flagging tape to make it easier to find sprinkler head fittings later. Contractor is responsible for preventing all damage to the irrigation system, and after soil grading will replace all sprinkler heads removed, and raise swing joints or other underground connections to bring sprinkler heads to the correct elevation of the new ground level, and make sure that the irrigation system performs as well after construction as it did before construction. All other belowground infrastructure including irrigation electrical control wires will be identified and protected if they are within the depth that will be affected by excavation, dozing, and soil movement. Contractor is responsible for all repairs to irrigation and other aboveground or belowground structures or infrastructure, and to correct breakage or other damage done during field renovation. Contractor is responsible for contacting any outside entities including utility services and other entities with easements to identify the location of elements that might otherwise be damaged during construction, and to prevent damage. Any equipment movement across paved surfaces including brick pavers, concrete, and asphalt, must be done in a manner to prevent damage.

Prepare and mix sand rootzone off-site

Sand rootzone mix components must be well mixed off-site and measured by weight unless otherwise stated and be:

- (a) primarily of mineral components that are substantially silica and not calcareous and have pH less than 7.0;
- (b) at least 40% medium sand, particles between 0.25 mm and 0.50 mm in diameter;
- (c) at least 80% fine plus medium plus coarse sand, particles between 0.10 and 1.00 mm in diameter;
- (d) not more than 15% very fine sand plus silt plus clay, particles less than 0.10 mm in diameter;
- (e) not more than 10% silt plus clay, particles less than 0.05 mm in diameter;
- (f) not more than 10% very fine sand, particles less than 0.25 mm and more than 0.10 mm in diameter;
- (g) not more than 10% very coarse sand plus gravel, particles more than 1.00 mm in diameter;

- (h) have at least 10% and not more 15% by volume Canadian sphagnum peat moss;
- (i) have saturated hydraulic conductivity as determined by a certified laboratory after off-site mixing of at least 6 inches / hour; and
- (j) have at least 15% by volume large (airfilled) pore space as determined by a certified laboratory after off-site mixing.

Contractor must provide a copy of the certification from a qualified, independent laboratory using ASTM methods that the intended sand rootzone mix meets or exceeds the specifications. The Village of Key Biscayne has the right to reject the sand rootzone mix within 14 days after it is delivered on Village property and after a copy of the certification is delivered to the Village.

Grade and construct hipped roof, laser grade, cap, and compact reasonably

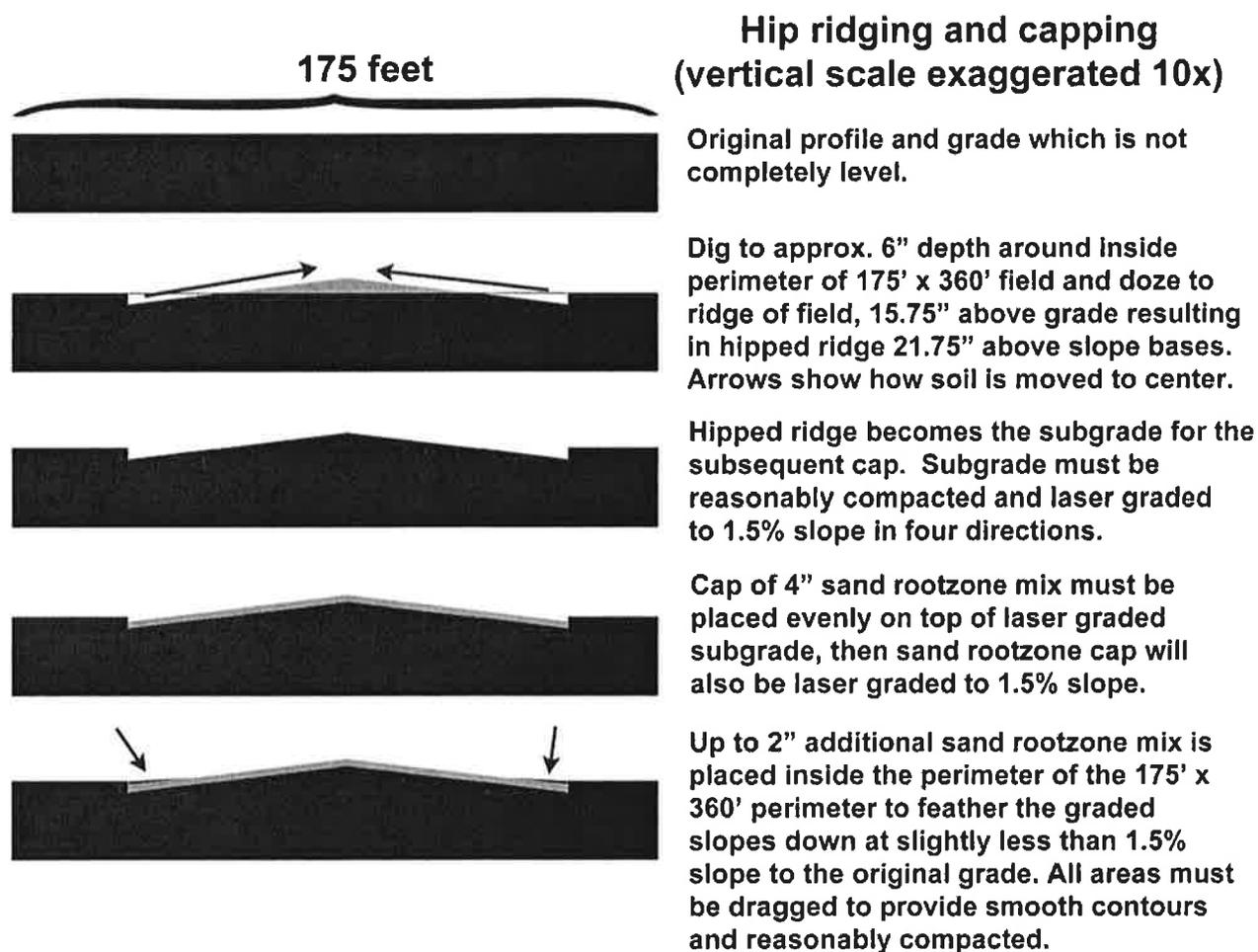


Fig. 2. Schematic of hipped roof or hip ridge and capping steps.

Contractor will construct from the original soil present on the site a "hipped roof" or "hip ridge" soil topography encompassing the 360 ft x 175 ft main play area in the center of Village Green south field (see Fig. 1 and 2) that will slope outwards at 1.5% in all four directions. The hip ridge must be constructed on a subgrade consisting of the existing soil which will be shaped by digging about 6 inches depth around the inside perimeter of the 360 ft x 175 ft area and dozing this soil to a ridge in the center ridge of the field 15.75 inches above the original soil level, and will result in 21.75 inches elevation above the slope bases. A cap of 4 inches depth sand rootzone will be placed evenly on top of the crowned subgrade, and an additional cap of up to 2 inches inch depth will be placed inside the perimeter of the 360 ft x 175 ft area, so that the

graded slopes taper down to the original elevation, and the capped area conforms to a hipped roof with 1.5% slope, except the slope will be slightly less than 1.5% at the base of the slopes to provide a taper. All areas to be planted with bermudagrass must be laser leveled and rolled to prevent subsidence each time they are worked; in the case of the hipped roof play area, it will be laser leveled and rolled and reasonably compacted after the subgrade is shaped and again after the sand rootzone is capped on top. By “reasonably compacted” it is intended to be firm enough that a person can walk on the surface without sinking into the ground and turf equipment can be moved without rutting and still allowing 6 inches per hour water infiltration rate as determined using in double ring infiltrometer.

Bermudagrass sod

Bermudagrass sod, cultivar ‘Celebration,’ must be certified by either the Southern Seed Certification Association of Auburn, Alabama, or the Georgia Crop Improvement Association or the Georgia Crop Improvement Association of Athens, Georgia. Sod must be healthy and free of weeds or other pests and must be produced on sand soil with less than 5% soil organic matter by weight. Contractor must provide the name, address, and block of the farm area where the Celebration bermudagrass sod is intended to be obtained, within 2 weeks before the sod will be cut. Arrangements must be capable of being made for the Village of Key Biscayne and/or its representatives to visit the sod farm and block where the sod will be cut during at least a 2-week period. The Village may reject the proposed sod if it is not certified, if it is not mature, if it appears unhealthy, or if it contains weeds or other pests.

Sod installation

Sod pieces (which may be rolls or slabs) must be placed to completely cover the soil with no gaps or cracks between sod pieces. All portions of the top of each sod piece must be uniformly green and there may be no areas that are brown or yellow. Sod must be rolled after planting to improve the smoothness of the surface. If there is subsidence or dips following rolling, the low areas must be dug up, backfilled with sand rootzone mix, and the sod in those areas replanted.

Warranty

Contractor will be responsible for irrigating, mowing, fertilizing, pest control, and all other turf maintenance practices of Village Green south field for 8 weeks after the final completion involving grading, capping, sodding, and replacement of irrigation. To assist this process, the Village of Key Biscayne will provide the contractor access to the irrigation control or will irrigate according to the contractor’s instructions, if that is mutually agreeable at the time of final completion. Contractor will inform the Village of Key Biscayne on the date of final completion when grading, capping, addition of sand rootzone, sodding, and restoration of irrigation have been completed, and the Village of Key Biscayne will within 14 days inform the contractor whether these steps have been completed satisfactorily, and if they have not been completed, what if any deficiency(ies) must be corrected before the 8-week warranty period will begin. If problems arise during the warranty period, the project will be deemed to be incomplete. Problems may include but are not restricted to failure of the sod to root enough to prevent it from being pulled out by hand, noticeable weeds including weeds that were present before sodding, insect or disease damage, conspicuous discoloration, cracks between sod pieces, and irregularities in grade or slope that exceed 1/2 inch elevation within any 100 square foot area or that cause scalping to occur when mowed with a suitably adjusted riding mower.

EXHIBIT B

PROPOSAL FORMS

- A. Acknowledgement of Addenda
- B. Sample Bid Bond Form
- C. Single Execution Affidavits
- D. Price Proposal and Certification

ACKNOWLEDGEMENT OF ADDENDA

Proposing Entity

Addendum #	Date of Issue	Date of Receipt	Acknowledgement of Receipt
1			
2			
3			
4			
5			

[SAMPLE] BID/PROPOSAL BOND

State of _____ County of _____
 We, _____ as Principal
 and _____ as Surety, are held
 and firmly bound unto Village of Key Biscayne, Florida hereinafter called the Village, in the **Penal sum of**
 _____ **Dollars** (\$ _____) lawful money
 of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The
 Principal has submitted the attached Proposal, **dated** _____, 20___, for **Project No.** _____.
 The Principal shall at time of proposal opening furnish all documents and information required by the
 Request for Proposals and the Contract Documents, and shall not withdraw said Proposal within the time
 stipulated in the RFP and shall within the time stipulated in the Instructions to Proposers execute and deliver
 to the Village, the Contract, the Performance Bond, Payment Bond and satisfactory evidence of all required
 Insurance. The Principal shall give a Performance Bond and a Payment Bond with good and sufficient
 surety, as required by the RFP and the Contract Documents, for the faithful performance and proper
 fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in
 connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the
 event of withdrawal of said Proposal within the period specified, or in the event of the failure to comply
 with the RFP or the Contract Documents, or in the event of failure to enter into such Contract and give such
 Bonds and evidence of insurance within the time specified, if the Principal shall pay to the Village the
 difference between the amounts specified in said Proposal and the amount for which the Village may
 procure the required work and supplies, provided the latter amount be in excess of the former, then the
 above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

The above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____
 day of _____, 20__.

CORPORATION

Witness

By:
Title _____

PARTNERSHIP OR JOINT VENTURE *

Witness

By:
Title _____

Witness

By:
Title _____

*Note: All Partners or Joint Venture Members shall sign and submit documentation proving their authority to sign on behalf of the
 Partnership or Joint Venture.

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

SURETY:

 (Copy of Agent's current Identification Card as
 issued by State of Florida Insurance
 Commissioner must be attached)

 By: Attorney-in-Fact
 (CORPORATE SEAL)

(This form must be submitted in duplicate - one original and one copy)

SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ **BY:** _____
 Proposing Entity Individual's Name and Title

 FEIN of Proposing Entity

I. Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

 Proposer Initials

II. Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted

vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

III. No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative or family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative or family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

IV. Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits:

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known _____

OR

Produced identification _____

Type of identification

Notary Public – State of _____

My commission expires: _____

Printed, typed or stamped commissioned name of notary public

PRICE PROPOSAL AND CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 180 days in order to allow the Village adequate time to evaluate the proposals, select a contractor, and award and execute a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Key Biscayne or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

For performance of the contract to provide the goods and services to the Village of Key Biscayne in full accordance with the terms and conditions of the Request for Proposal, the undersigned Proposer hereby proposes of:

_____ Dollars (\$ _____) for the North Athletic Field; and

_____ Dollars (\$ _____) for the South Athletic Field; for a total firm, fixed price for both fields of;

_____ Dollars (\$ _____)

(Name of Proposing Entity)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Date)