VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Franklin H. Caplan, *Mayor*
Mayra P. Lindsay, *Vice Mayor*
Michael W. Davey
Theodore J. Holloway
Michael E. Kelly
Ed London
James S. Taintor

Village Manager
John C. Gilbert

MEMORANDUM

DATE: February 26, 2013

TO: Honorable Mayor and Council Members

FROM: John C. Gilbert, Village Manager

RE: Comprehensive Landscape Maintenance Request for Proposals

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to issue the enclosed Comprehensive Landscape Maintenance Request for Proposals (RFP).

BACKGROUND

The Public Works Division of the Building, Zoning, and Planning Department is in the process of preparing Requests for Proposals for all of their contracts. The first RFP deals with Village wide landscape services.

Should the Council approve the issuance of the attached Comprehensive Landscape Maintenance RFP, it will be issued on March 4, 2013 and responses will be opened on April 22, 2013. The proposals will then be evaluated by Staff who will provide the Administration with a recommendation. The final selection will be by the Village Council. The selection process is set forth in Section 1.9 "Evaluation Process" in the RFP.

88 West McIntyre Street • Suite 210 • Key Biscayne, Florida 33149 • (305) 365-5514 • Fax (305) 365-8936

VILLAGE OF KEY BISCAYNE

REQUEST FOR PROPOSALS (RFP)

RFP No. PW13-1

COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

ISSUE DATE: March 4, 2013

PROPOSAL OPENING DATE: April 22, 2013

PROPOSAL OPENING TIME: 2:00 P.M.

ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until **2:00 p.m.** local time, **Monday, April 22, 2013,** at the Village Clerk's office, Village of Key Biscayne, 88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149, at which time they will be opened and read aloud for the following project:

Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions

The Project consists of mowing, weeding, edging, trimming, pruning, mulching, fertilizing and pesticide treatment for the areas highlighted in Attachment "A", Village Wide Landscape Plan, including Public Works Services and Miscellaneous Functions.

Interested proposers may obtain a copy of the RFP Documents in person from the Village Clerk's office for a fee of $35.00 per set payable by cash or check, on or after **Monday, March 4, 2013.** Make checks payable to Village of Key Biscayne. Copies of the RFP Documents are non-returnable and non-refundable. **The Village will not send the package via courier and it will not be available online.** All interested proposers who obtain the RFP Package must register with the Village Clerk and provide contact information and an email address. All notices and any addenda issued by the Village with respect to the RFP will be sent via electronic mail to registered proposers.

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at 2:00 p.m. on **Tuesday, March 26, 2013. Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Mariana Dominguez-Hardie, Special Projects Coordinator, Public Works Division at mdominguez@keybiscayne.fl.gov by **Tuesday, April 2, 2013.** All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

_____

Conchita H. Alvarez, MMC, Village Clerk

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K. Anti-Kickback Affidavit
L. Non-Collusive Affidavit
M. Additional Relevant Information
N. Insurance Certificates
O. Price Schedule Form

ATTACHMENTS

Attachment A – Village Wide Landscape Plan
Attachment B – Form of Agreement

REQUEST FOR PROPOSALS (RFP)
COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Village of Key Biscayne, Florida, (Village) is requesting sealed Proposals from qualified firms to provide Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions (the "Services"). The Project consists of mowing, weeding, edging, trimming, pruning, mulching, fertilizing and pesticide treatment for the areas highlighted in Attachment "A" , Village Wide Landscape Plan, including Public Works Services and Miscellaneous Functions.

B. PROPOSAL DUE DATE:

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until **2:00 p.m. local time, Monday, April 22, 2013** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

Proposals must be addressed and delivered to:

RFP Landscape Maintenance
Office of the Village Clerk, Suite 220
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

C. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT.

A mandatory pre-proposal conference, followed by a site(s) visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at 2:00 p.m. on **Tuesday, March 26, 2013. Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Prior to submitting a proposal, each proposer is required to visit the sites or service areas and become familiar with the landscape and any conditions that may, in any manner, affect the work or Services to be performed by Contractor or affect the equipment, materials and labor required. The Proposer is also required to examine carefully the Specifications set forth in Section 3 of this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the work or Services to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

D. Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:

Mariana Dominguez-Hardie
Special Projects Coordinator
Public Works Division
Village of Key Biscayne
Email: mdominguez@keybiscayne.fl.gov

Material issues to this RFP that are brought to the attention of the Village will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Village.

E. **In order to facilitate review of the proposals, each proposer must submit one (1) original, plus five (5) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

F. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

Agreement	Shall refer to the Agreement for Landscape Maintenance Services that may result from this Request for Proposals. A form of Agreement is attached to this RFP as Attachment "B".

Contractor	The organization(s)/individual(s) that is awarded and has an approved Agreement with the Village for the Services identified in this RFP.
Council	The term Council as used throughout this document will mean the Village Council of the Village of Key Biscayne, Florida.
Evaluation Committee	An advisory committee comprised solely of representatives of the Village established by the Village Manager to evaluate and score proposals submitted in response to the RFP.
May	Indicates something that is not mandatory but permissible.
Proposal	Shall refer to any offer(s) submitted in response to this Request for Proposal.
Proposer	Shall refer to anyone submitting a Proposal in response to the Request for Proposal.
Request for Proposal, RFP	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and addenda, amendments or change orders issued by the Village.
Responsible Proposer	A proposer who has the capability in all respects to fully perform the Services requested in this RFP and the Agreement requirements and the integrity and reliability that will assure good faith performance.
Responsive Proposal	A proposal or reply submitted by a responsive and responsible proposer that conforms in all material respects to this RFP.
Services, Project	Shall refer to all matters, work and Services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions and Specifications of this RFP.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.

Sub-Contractor & Sub-Consultant	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the Village, whether directly or indirectly, on behalf of the Successful Proposer.
Submission Deadline	Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Village.
Successful Proposer	Shall refer to the Proposer receiving an award as a result of this Request for Proposal.
Village /Owner	Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.

SECTION 1

REQUEST FOR PROPOSALS

SUBJECT:

Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions.

OPENING DATE & TIME: **Monday, April 22, 2013 @ 2:00 p.m., E.S.T.**

SUBMIT TO: RFP Landscape Maintenance
Office of the Village Clerk, Suite 220
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Proposals shall be clearly marked "RFP Landscape Maintenance" on the outside of the envelope.

1.1 INTENT.

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms for professional Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions. A more complete Scope of Services is included under Section 3, Specifications, of this RFP.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date	Time(EST)
1	Advertisement/ Distribution of RFP	03/04/2013	2:00 PM
2	**Mandatory Pre-Proposal Conference and Site Visit in Village's bus** 88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149	**03/26/2013**	**2:00 PM**

3	Deadline to Submit Questions / Requests for Clarification	04/02/2013	5:00 PM
4	Village Issues Addenda and Responds to Questions	04/05/2013	TBA
5	**Deadline to Submit RFP - Proposal Due Date**	**04/22/2013**	**2:00 PM**
6	Evaluation of Proposals	04/22-05/06/2013	TBA
7	Period to request additional information or clarification from Proposers. The Village may interview Proposers	05/06/2013	TBA
8	**Award Proposal and Contract Council Meeting**	**05/28/2013**	**7:00 PM**
9	**Contract begins**	**06/17/2013**	**TBA**

1.3 TERM OF AGREEMENT.

The Agreement shall be for an initial term of three years (3). The term of the Agreement shall be automatically renewed annually thereafter for up to three (3) additional one (1) year terms, upon the same terms and conditions as set forth herein and the Agreement, unless the Village provides notice to the Contractor of its election not to renew the term at least ninety (90) days prior to the expiration of the initial term or renewal term(s).

1.4 PROPOSAL REQUIREMENTS.

Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and five (5) copies of the following completed proposal forms numbered accordingly including Attachments, as follows:

A. Proposal Form.

B. Proposer's Certification.

C. No Bid or Proposal Response.

D. Reference List. Identify five (5) agencies served and provide contact name and information of the individual at the respective agency who was responsible for project coordination.

E. Provide documentation evidencing the safety record of the proposer in performing similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

F. Proposer's Qualifications. Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Village. The proposer firm shall be currently engaged in landscaping and maintenance services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years. Include name, function, and qualifications of personnel in the organization who will be involved in this Project.

The key person or contact assigned to this Project shall within the past three (3) years have conducted and been responsible for providing services in a similar project or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1. **Service and Incorporation** – CONTRACTOR shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

2. **Licenses** – CONTRACTOR must be fully licensed with all applicable and required licenses, certifications and permits for landscaping and fertilization and pest control services, including State, Miami-Dade County and/or local government licenses, certifications and permits.

3. **Pesticide Certification** - CONTRACTOR must have, subcontract and/or retain an individual or company with a certified pesticide operator license and/or certification through the State of Florida, Department of Health and Rehabilitative Services, as well as any and all licenses and certifications required by applicable law for pesticide applications. The operator or individual holding the pesticide license or certification shall perform pesticide applications for this Project.

4. **Tree Trimmer's License** – CONTRACTOR must have at least one (1) employee on site during all tree trimming services who possesses a Class B Tree Trimmer's license or better, as required by Miami-Dade County and applicable law.

5. **Florida Green Industries Certification** - CONTRACTOR must have at least one (1) full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this Project.

G. Indemnification Clause.

H. Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes.

I. Business Entity Affidavit.

J. Drug-Free Workplace Affidavit.

K. Anti-Kickback Affidavit.

L. Non-Collusive Affidavit.

M. Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

N. Insurance Certificates. General liability, workers compensation, automobile liability insurance, as required in this RFP.

O. Price Schedule Form

The Village provided Proposal Forms shall be completed, signed, notarized and certified as to authorization.

1.5 VILLAGE'S RIGHTS.

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities in proposals, to cancel or discontinue this RFP process, and to request new proposals on the required work or Services. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

1.6 PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.7 PROPOSAL COSTS.

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Village, or for participating in any selection interviews.

1.8 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.

The Village will not respond to oral inquiries or questions concerning this RFP. Any written inquiry or request for interpretation or clarification shall be sent via email and received by the Village no later than April 2, 2013 and directed to: Mariana Dominguez-Hardie, Special Projects Coordinator, Public Works Division. All such interpretations or clarifications will be made in writing via email in the form of an Addendum to this RFP issued by the Village to all known and registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any proposer fails to include such Addenda or Addendum, its proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all Addenda issued before proposals are submitted and opened.

1.9 EVALUATION PROCESS.

1.9.1 Evaluation Committee. The Village shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Village, and the resulting Agreement to be entered into between the Village and the Contractor. The Village Manager shall select and appoint an Evaluation Committee to evaluate proposals.

1.9.2 Initial Screening (Step 1). The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

1.9.3 Evaluation of Proposals (Step 2). The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the multi-task nature of the Comprehensive Landscape Maintenance including Public Works Services and Miscellaneous Functions, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

CRITERIA	MAXIMUM POINTS
Qualification and experience of personnel who will be directly involved in all elements of the Services.	10
Firm size, age, and organizational structure.	10

Firm's experience with projects that are similar to the Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions requested in this RFP.	20
Safety record.	10
Proposal Price or fees for services.	35
The Proposer's ability to provide a reputable experienced and dependable pest control operator.	15
Total	100

The three highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Village Council. The Evaluation Committee will score and rank the proposers and provide same to the Village Manager. The Village Manager will then make a recommendation to the Village Council and reserves the right to reject any or all proposals, to waive any informality, irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Village. The Village Council shall have the final selection and approval of the proposal and shall authorize the award of the Agreement to the Successful Proposer.

1.10 AWARD OF PROPOSAL.

The Village anticipates entering into an Agreement with the Successful Proposer determined by the Village to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Village. The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP and to request new proposals on the required materials or Services. The Village also reserves the right to waive minor variations to the Specifications (interpretation of such to be made by the applicable Village department personnel). Final determination and award of proposal(s) shall be made by the Village Council.

Neither this RFP nor the notice of award of the Agreement constitutes an agreement or contract with the Successful Proposer. An agreement or contract is not binding until a written agreement or contract (the Agreement to be substantially in the form included in this RFP and attached hereto as Attachment "B") has been approved as to form and sufficiency by the Village Attorney and executed by the Village (with Council approval) and the Successful Proposer.

1.11 PROPOSAL FORMAT AND CONTENT.

1.11.1 PRESENTATION

Proposals shall be typed or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Proposer must present its products, services and applicable features in a clear and concise manner that demonstrates the proposer's capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services.

1.11.2 PROPOSAL FORMAT

Proposers shall submit their proposals using the Price Schedule Form provided with this RFP, and attach and include all attachments or requirements set forth herein. Proposals shall be attached and submitted using the following format:

A. Proposal Form
B. Proposer's Certification
C. No Bid or Proposal Response
D. Reference List
E. Safety Record
F. Proposer's Qualifications
G. Indemnification Clause
H. Sworn Statement, Public Entity Crimes
I. Business Entity Affidavit
J. Drug Free Work Place Affidavit
K. Anti-Kickback Affidavit
L. Non-Collusive Affidavit
M. Additional Relevant Information
N. Insurance Certificates
O. Price Schedule Form

1.12 NO CONTINGENT FEE.

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Village shall have the right to terminate the Agreement, without liability, at its discretion.

1.13 PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Village's rights hereunder.

1.14 IDENTICAL (TIE PROPOSALS).

Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the Village for the procurement of the Services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process and shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace.

END OF SECTION 1

SECTION 2

GENERAL CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Agreement awarded to the Successful Proposer must conform to the following terms and conditions.

2.1 PURPOSE OF PROPOSAL.

The Village of Key Biscayne, Florida (Village) requests proposals from qualified firms to provide Comprehensive Landscape Maintenance, including fertilization and pest control services and Public Works Services and Miscellaneous Functions. The frequency, nature, scope and definition of the Services desired or required by the Village may change from time to time, at the Village's discretion. Although this RFP identifies specific locations to be serviced in Attachment "A", the Village reserves the right, in its sole discretion, to add additional locations or delete locations to be serviced.

The Village intends to secure a source of supply(s) for the Services from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Village and in its best interest. The Village reserves the right to award the proposal considered to best serve the Village's interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail.

2.2 SUBMISSION OF PROPOSALS.

Proposers must use the proposal form(s) furnished by the Village with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Village.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred twenty (120) days from the date of the proposal opening unless otherwise stated by the Village.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3 DELIVERY.

All materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

2.4 TAXES.

Proposer should include any and all applicable taxes in proposal prices.

2.5 MATERIALS.

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Village. In the event material(s) or products supplied to the Village are found to be defective or do not conform to the requirements of this RFP or the Specifications, the Village reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's 's expense.

2.6 PRICING.

The Price Schedule Form attached to this RFP and to be included with each proposal shall specify the Proposer's pricing and/or fees for the materials and Services requested herein. If the proposer is awarded a contract or Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the contract or Agreement.

2.7 SAFETY STANDARDS.

All Contractors shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and the State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

2.8 PAYMENTS.

Payment will be made on a monthly basis after Services are rendered, accepted, and properly invoiced as indicated in the Agreement and in accordance with the Florida Prompt Payment Act. Contractor must provide one invoice for all general maintenance services performed regularly on a monthly basis. The invoice must be itemized with the tasks enumerated in the Price Schedule Form. Additional services shall be itemized and charged separately.

2.9 LICENSES AND PERMITS.

Proposer shall secure any and all necessary and required licenses, certifications and permits to conduct the Comprehensive Landscape Maintenance, including fertilization and pest control and Public Works Services and Miscellaneous Functions including, by

example and not limitation, all Federal (Environmental Protection), State, County and Village licenses and Permits. All proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

A. **Licenses** – CONTRACTOR must be fully licensed with all applicable and required licenses, certifications and permits for landscaping and fertilization and pest control services, including State, Miami-Dade County and/or local government licenses, certifications and permits.

B. **Pesticide Certification** - CONTRACTOR must have, subcontract and/or retain an individual or company with a certified pesticide operator license and/or certification through the State of Florida, Department of Health and Rehabilitative Services, as well as any and all licenses and certifications required by applicable law for pesticide applications. The operator or individual holding the pesticide license or certification shall perform pesticide applications for this Project. Any replacement of or change to the certified pesticide operator during the Term of the Agreement shall require prior written notice to the Village and the approval of the Village to such certified pesticide operator.

C. **Tree Trimmer's License** – CONTRACTOR must have at least one (1) employee on site during all tree trimming services who possesses a Class B Tree Trimmer's license or better, as required by Miami-Dade County and applicable law.

D. **Florida Green Industries Certification** - CONTRACTOR must have at least one (1) full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this Project.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Village that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Village that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Village with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Village property, public right of way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Village, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

2.10 INSURANCE.

The Contractor shall not commence work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Contractor shall purchase and maintain, in full force and effect for the term of the Agreement, at Contractor's sole expense, the following required insurance policies:

1. A business automobile policy that covers any auto used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be $1,000,000.00 per occurrence.

2. A comprehensive general liability policy with minimum coverage limits of $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the general aggregate for bodily injury and property damage, and $2,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

3. A workers' compensation and employer's liability policy, which covers all of the Contractor's employees to be engaged in the performance of the Services or work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes. No employee, subcontractor or agent of the Contractor shall be allowed to perform any Services pursuant to the Agreement without workers' compensation insurance.

B. All insurance policies provided by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated "A-X" or better by Best's Key Rating Guide and qualified to do business in the State of Florida. The Contractor shall be responsible for all deductibles and self-insured retentions on its liability policies.

C. The Village shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to the approval of the Village. On a yearly basis, Contractor must submit to the Village any and all Insurance Certificate renewals.

D. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

E. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

F. The Contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.11 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this RFP, including specifically, Chapter 17 (Noise), of the Village's Code of Ordinances regulating inter alia noise, power tools and landscaping equipment and leaf blowers.

2.11.1 When excavating or digging in the performance of Services pursuant to this RFP, CONTRACTOR shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

2.12 ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Village's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

2.13 ATTORNEY'S FEES.

If the Village incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.14 CONTRACTOR'S RELATION TO THE VILLAGE.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Village. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Village.

2.15 DISCRIMINATORY PRACTICES.

The Contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.16 TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

2.17 CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the Contractor holding the Village harmless.

2.18 DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Village Manager.

2.19 TERMINATION FOR DEFAULT.

In the event of default by the proposer or Contractor, the Village may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 TERMINATION FOR CONVEYANCE.

The Village may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Village shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

2.21 INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Village, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Village including without limitation, awarding the Agreement to a Contractor.

2.22 SECONDARY/OTHER VENDORS.

The Village reserves the right in the event the primary proposer cannot provide the Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform the Services. If the secondary contractor is unavailable, the Village reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Village.

END OF SECTION 2

SECTION 3

SPECIFICATIONS

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

3.1 INTRODUCTION.

The Village is seeking proposals from qualified firms to provide all materials and services necessary to provide Comprehensive Landscape Maintenance, including pest control and Public Works Services and Miscellaneous Functions in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

3.2 SCOPE OF WORK

A. SUMMARY

The landscape design objectives for this Project are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

B The Scope of Services and Schedule are summarized in the table below:

Scope of Services	Schedule
Trash Pick-Up (Litter Control) and Hardscape Cleaning	Daily
Mowing, Weeding and Edging	Minimum 36 visits per year
Weeding at areas specified as 2 visits per month in the Bid schedule form	Minimum 24 visits per year
Trimming	Monthly
Shrub Pruning	Twice Monthly
Mulching	Quarterly
Palm Pruning, over 15'	2 times per year
Palm Pruning, under 15'	As needed
Fertilization	Quarterly
Pest Scouting and Treatment	Monthly

C. Service Areas.

The areas to be serviced and included in this RFP are shown in Attachment "A", Village Wide Landscape Plan, and consist of Village property, parks, rights-of-way, and common areas.

D. Quality Assurance.

1. Contractor shall be an individual or firm of established reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services and work as outlined in this RFP.

2. All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3. All Contractors shall comply with all sections of these Specifications.

4. No work is to be subcontracted without the prior written consent of the Village.

5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

7. Contractor shall be responsible for promptly notifying the Village of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services and work performed pursuant to this RFP, or improper or negligent activities within their respective realm of responsibility, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services and work outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edgers, hedgers, trimmers, sprayers, etc. The Contractor shall have at least one (1) utility vehicle for litter control seven (7) days a week. Every commercial vehicle operated on the streets of the Village shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed to signs made of paperboard and attached by means of tape at the time such vehicle is delivered to the user or lessee.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used on the job site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Village Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Village.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The Village shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the Village one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the Village. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Village for repair.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each seven (7) days between May 1 and October 31. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting height. Total number of cuts per year shall be at least 36. Mulching mowers are preferred.

3.4.2.2 Mowing height shall be no less than 3.0" for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, driveways, sidewalks, and planter beds using blowers, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 36.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, driveways, sidewalks, and planter beds using blowers, vacuums, brooms, and/or rakes. Clippings shall not be blown out into streets or adjacent areas.

3.4.3.5 All trimmings shall be collected daily and disposed of at authorized dumping or recycling sites.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in Crandon Boulevard median and adjacent right-of-way areas shall be maintained at a maximum height of 24" from the top of the adjacent curb, as per FDOT specifications.

3.4.4.8 All palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be "cleaned" to remove all young stems.

3.4.4.10 All hardwood trees which are less than fifteen (15) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other "cleaning", "thinning", or "raising" of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, shall be collected daily and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings ("volunteers") in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fencelines, or other hardscape areas shall be removed by hand or sprayed with Round-Up (Glyphosate) herbicide, once each 1 to 2 months or more often if needed to keep them under control.

3.4.6.3 After adequate plant establishment, chemical pre- and post-emergent herbicides may be used on an as-needed basis in turf and shrub areas (see PEST CONTROL section).

3.4.6.4 All debris shall be collected daily and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations , ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one (1) time each two (2) to three (3) years, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, lightposts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases ("boots" and "thatch") shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining "boots" or "thatch" by cutting or pulling.

3.5.12 All debris shall be collected daily and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the Contractor at no cost to the Village, no later than thirty (30) days after notification by the Village.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., "Palm Special" 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at

least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e, Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter's 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 3.6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planters underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings

or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, blown, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Village when fertilizing in order to coordinate irrigation appropriately.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in accordance with all state, local and applicable laws pertaining to the handling and usage of hazardous materials.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fireant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fireant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and sedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using Ronstar (Oxadiazon) or Surflan (Oryzalin) or a similar material may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicide may be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape areas.

3.8. ADDITIONAL SERVICES

3.8.1 ADDITIONAL NON-ROUTINE SERVICES

Additional non-routine services may be requested by the Village as provided in the Landscape Maintenance Schedule Price Form, item numbers twenty six to fifty (26-50), and may include, but are not limited to the following:

Hurricane/Storm Preparation
Fourth of July Parade
Seasonal Color Replacement
Sod Replacement
New Plant Installation
Tree or Stump Removal
Straightening or Resetting of Trees
Tree Relocation
Athletic Field Maintenance
Public Works' Miscellaneous jobs
Holiday and Special Events (setup and cleanup)

3.8.2 PRICE BID SCHEDULE FORM ITEM No. 29 HURRICANE/STORM PREPARATION

During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's National Hurricane Center as being under a Tropical Storm Watch or greater, the Village may provide notification to the Contractor to perform miscellaneous tasks required by the Village, in preparation for the weather event.

- Landscape Contractor must be available 24/7 during storm preparation
- Remove 125 banners on Crandon Boulevard and 8 on Mashta Bridge
- Remove all flags from Village Green Park, Government Center and Village entrance
- Secure all garbage cans Village wide; approximately 50
- Secure any loose items in the Public Works Yard

3.8.3 PRICE BID SCHEDULE FORM ITEM NO. 30 – FOURTH OF JULY PARADE EVENT

In preparation for the Fourth of July Parade Event and thereafter, the Village may provide notification to the Contractor to perform miscellaneous tasks required by the Village, in preparation for the event, including the following:

Set up

- July 3rd -Install barricades and cones along Crandon Boulevard
  July 4th -Right after the parade, clean-up Crandon Boulevard and change all bags in trash containers. A crew of five workers is required; must stay in the Village until 3:00 pm.

Clean-up

- July 5th -One crew to pick-up of all barricades and cones from the parade
  -Second crew to clean-up the Village's 6,440 linear feet of beach
  - Utility vehicle (Club car or similar) is necessary to complete task in a timely manner
  -Complete litter control Village wide (disposal of rubbish in Village's roll off container)

3.8.4 Any additional services requested by the Village shall be itemized, and charged and billed separately in accordance with the prices and/or labor rates set forth in the Price Schedule Form included with each proposal.

END OF THIS SECTION

SECTION 4

PROPOSAL FORMS

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days after opened by the Village in order to allow the Village adequate time to evaluate the proposals.

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 named as the Proposing Firm and that said Firm is ready, willing and able to perform if awarded the Agreement.

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; no officer, employee or agent of the Village of Key Biscayne or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Village in connection with the RFP, including:

Addendum # ___ Dated _____
Addendum # ___ Dated _____
Addendum # ___ Dated _____

Attached hereto are the following forms/documents which form a part of this proposal:

Attachments

A. Proposal Form
B. Proposer's Certification
C. No Bid or Proposal Response
D. Reference List
E. Safety Record
F. Proposer's Qualifications

G. Indemnification Clause
H. Sworn Statement, Public Entity Crimes
I. Business Entity Affidavit
J. Drug Free Work Place Affidavit
K. Anti-Kickback Affidavit
L. Non-Collusive Affidavit
M. Additional Relevant Information
N. Insurance Certificates
O. Price Schedule Form

_____
NAME OF PROPOSER FIRM

_____
SIGNATURE OF PROPOSER

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
_____

_____

(____) _____
TELEPHONE NUMBER

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

PROPOSER'S CERTIFICATION

CERTIFICATE
(if Company or Corporation)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ a corporation or company existing under the laws of the State of _____, held on _____, 201__, the following resolution was duly passed and adopted:

RESOLVED, that, as _____of the Corporation/Company, be and is hereby authorized to execute the proposal dated, _____, 201___to the Village of Key Biscayne for RFP Comprehensive Landscape Maintenance, including Public Works Services and Miscellaneous Functions, and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation/company on this the _____ of _____, 201_.

_____

Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

PROPOSER'S CERTIFICATION

CERTIFICATE
(if Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____

_____,

a partnership existing under the laws of the State of _____,

held on _____, 201__, the following resolution was duly passed and adopted:

"RESOLVED, that _____,

as_____of

the Partnership, be and is hereby authorized to execute the proposal dated _____, 201__, to the Village of Key Biscayne for RFP Comprehensive Landscape Maintenance including Public Works Services and Miscellaneous Functions from this partnership and that his execution of thereof, attested by the_____shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 201__.

_____
Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

"NO BID or PROPOSAL" RESPONSE

If your firm is unable to submit a proposal, please complete and return this form prior to date shown for receipt of proposals, and return to:

VILLAGE OF KEY BISCAYNE

We have declined to propose on **RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS** , for the following reasons:

_____We do not offer this service/product

_____Our schedule would not permit us to perform

_____Unable to meet specifications

_____Unable to meet bond/insurance requirements

_____Specifications unclear (please explain below)

_____Other (please specify below)

REMARKS_____

_____

_____

_____
Typed Name and Title

_____
Firm/Company Name

_____
Address

_____
Business Phone Fax Number

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

REFERENCE LIST

Please list five (5) contract references for which you have done business within the past three (3) years:

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

REFERENCES (continued)

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Attach additional sheets if necessary.

SAFETY RECORD

[Provide documentation evidencing the safety record of the proposer in performing similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years]

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

PROPOSER'S QUALIFICATIONS

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Village. The proposer firm shall be currently engaged in landscaping and maintenance services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: _____

Address: _____

_____

Principals: _____ Titles: _____

_____ _____

_____ _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES_____ NO_____

b. List Principals Licensed:

Name(s):_____ Title:_____

_____ _____

Remarks:_____

_____

3. How long has your Firm been in business and so licensed?_____

PROPOSER'S QUALIFICATIONS (continued)
(Page 2 of 3)

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

   a. Date of Organization _____
   b. Name, address and ownership units of all directors, officers, members, principals or partners:

   _____

   _____

   _____

   _____

   c. State whether general or limited partnership: _____
   d. State whether a corporation or company _____. Date and State of incorporation_____.

   If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

   _____

   _____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your firm been in business under its present business name?

   _____

   _____

   a. Under what other former names has your firm operated?

   _____

   _____

PROPOSER'S QUALIFICATIONS (continued)

b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm's operations? If so list:

_____

_____

7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

_____

_____

_____

b. State the name of the individual(s) who will have personal supervision and key roles of the Services:

_____

_____

_____

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Village of Key Biscayne, Florida for the proposed Services should your Firm be the successful Proposer.

Name _____ _____ _____

Title _____ _____ _____

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

_____

_____

_____

Attach additional sheets if necessary.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Village of Key Biscayne and its Council, agents and employees, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the Contractor's performance of the Services, and for any claim, damage, loss or expense caused in whole or in part by any act, omission, breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____	_____	_____
Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

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

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

1. This sworn statement is submitted to the **VILLAGE OF KEY BISCAYNE, FLORIDA**
   By: _____
   (print individual's name and title)
   For: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

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

2. 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.

3. 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 non contendere.

4. 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.

5. 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 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.

6. 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 and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

BUSINESS ENTITY AFFIDAVIT

(PROPOSER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Key Biscayne ("Village ") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation/Company

_____
Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation/company or partnership, the full legal name and business address shall be provided for each officer, director and each stockholder and member, or each partner who holds directly or indirectly five percent (5%) or more of the firms' ownership, stock or membership or partnership interest. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

BUSINESS ENTITY AFFIDAVIT (continued)

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the Village of Key Biscayne are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____

_____ _____

Signature of Affiant *Date*

_____

Print Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

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

_____
Proposer's Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF_____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employee of the Village of Key Biscayne, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Print Name: _____

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 201_ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

By:_____

_____
(Printed Name)

_____
(Title)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 201__.

My Commission Expires:

_____
Notary Public State of Florida at Large

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

ADDITIONAL RELEVANT INFORMATION

Proposer may provide additional information that highlights qualifications, experience or expertise which is relevant and directly applicable to this RFP.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

INSURANCE CERTIFICATES

Proposer shall attach evidence of insurance or insurance certificates as required by this RFP.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP COMPREHENSIVE LANDSCAPE MAINTENANCE, INCLUDING PUBLIC WORKS SERVICES AND MISCELLANEOUS FUNCTIONS

[Please see attached Village of Key Biscayne Landscape Maintenance Price Schedule Form (4 pages) Items 1 – 50]

Village of Key Biscayne Landscape Maintenance Price BID Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A" and described below:

ITEM #	LOCATION	DESCRIPTION	FREQUENCY OF VISITS PER MONTH	PRICE PER VISIT	ONE YEAR TOTAL LUMP SUMP
1	Harbor Drive	Traffic circles, dividers, swale area from Fernwood to 180 Harbor Drive, Mashta Bridge areas	4		
2	Crandon Boulevard	Swale and medians	4		
3	Fernwood Road	East Side only, between Harbor Drive and West Wood	3		
4	Key Biscayne Community School	Everything Except Field	3		
5	Ocean Lane Drive	Medians	2		
6	Seaview Drive	North side only and cul de sac	3		
7	Cape Florida Drive	North & South cul de sacs and canal crossing	2		
8	Mariner Drive	Cul de sac and canal crossing	2		
9	Knollwood Drive	Cul de sac and canal crossing	2		
10	Ocean Drive	Public Parking Areas (2)	3		
11	Lake Park	Entire park	3		
12	East Heather Drive & Beach Access	South side of East Heather Drive only	3		
13	West Mashta Drive	Traffic circles	2		
14	North Mashta Drive	Cul de sac	2		
15	South Mashta Drive	Cul de sac	2		
16	Harbor Point Drive	Cul de sac	2		
17	Grapetree Drive	Cul de sac	2		

Village of Key Biscayne Landscape Maintenance Price BID Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A" and described below:

ITEM #	LOCATION	DESCRIPTION	FREQUENCY OF VISITS PER MONTH	PRICE PER VISIT	ONE YEAR TOTAL LUMP SUMP
18	West Heather Dr.	Traffic circles	2		
19	Beach Park	Entire park	3		
20	West Wood Drive	Traffic circles, four adjacent corners and Crape Myrtles maintenance	2		
21	Government Center	Community Center, Village Hall, Fire Station and 530 Crandon Boulevard	3		
22	Village Green	Everything Except Field	3		
23	Calusa Park	Swales, park area and alley to Harbor Drive	3		
24	Pump stations	Surrounding Area	2		
25	Sunset Circle	Cul de sac	2		
	Additional Services		**FREQUENCY**		
26	St. Agnes Miscellaneous	North field boundary vegetation over fence	1 per year		
27	Key Biscayne Community School	Beginning of school year mulch and preparation	1 per year		
28	Banner Replacement	Crandon Boulevard - (125 poles)	3 per year		
29	Hurricane/Storm Preparation	Before storm - see RFP section 3.8.2 under Additional Services	as needed		
30	Fourth of July Parade	Set up, Removal and Litter - see RFP section 3.8.3 under Additional Services	1 per year		
31	Litter Control	All highlighted areas	1 per day		

Village of Key Biscayne Landscape Maintenance Price Bid Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A"

Item #	Item	Unit	Cost
32	Palm pruning	per palm	
33	Sod installed	per sq. yard	
34	Mulch installed	per cubic ft.	
	Tree removal and stump grinding		**Cost**
35	2 to 8 ft	per tree	
36	10 to 20 ft	per tree	
37	over 20 ft	per tree	
	Tree Installation		
38	2 to 8 ft	per tree	
39	10 to 20 ft	per tree	
40	over 20 ft	per tree	
	Fertilization & Pesticide		**Cost**
41	Fertilization	per quarter	
42	Pesticide	per month	
43	Fire Ant Control (parks & School)	per month	

Village of Key Biscayne Landscape Maintenance Price Bid Schedule Form			
Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A"			
Item #	**Item**	**Unit**	**Cost**
	Labor		
44	Miscellaneous Labor- Regular hours (8am to 4pm)	per hour	
45	Miscellaneous Labor- After Hours/Holidays	per hour	
46	Storm Recovery	per hour	
47	Water Truck driver with truck - must contain 1,500 - 1,800 gallons	per hour	
48	Water Truck Driver without truck	per hour	
49	Remove dead animal from ROW	per animal	
50	Hauling of all vegetative material	All highlighted areas in exhibit "A" on a monthly basis	

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statementsand the answers contained herein.

Name of Proposer: _____ Date: _____

Name of Authorized Representative of Proposer: _____

Attachment "A"
Village Wide Landscape Plan

ATTACHMENT "A"

Attachment "B"
Form of Agreement

AGREEMENT

between

VILLAGE OF KEY BISCAYNE, FLORIDA

and

_____

for

COMPREHENSIVE LANDSCAPE MAINTENANCE

THIS AGREEMENT (this "Agreement") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "VILLAGE"), and _____ (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is _____.

RECITALS:

WHEREAS, the VILLAGE issued Request for Proposals (RFP) No. PW13-1 on March 4, 2013, together with all Addenda thereto (the "RFP") requesting proposals from qualified CONTRACTORs or vendors for the purpose of providing comprehensive landscape maintenance, including public works services and miscellaneous functions, and fertilizer and pesticide treatment services, for locations within the VILLAGE as shown on the VILLAGE-Wide Landscape Plan attached to the RFP and to this Agreement as Exhibit "A" (the "Services" or "Project");

WHEREAS, the CONTRACTOR submitted a Proposal in response to the RFP (the "Proposal"), which Proposal was selected by the VILLAGE for the award of this Agreement;

WHEREAS, the CONTRACTOR is willing and able to perform the Services for the VILLAGE in accordance with the terms and conditions set forth in the RFP, the Proposal and this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the VILLAGE and CONTRACTOR agree as follows:

SECTION 1. SCOPE AND SERVICES

1.1 **Agreement Documents**. This Agreement Documents, which comprise the entire agreement between the VILLAGE and the CONTRACTOR concerning the Services, consist of this Agreement (including any changes or amendments thereto), the RFP including all Specifications for the Services, the Proposal of the CONTRACTOR, the Insurance Certificates, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Agreement by this reference and govern the Project. The Services as

defined in Section 1.2 hereof and to be provided and performed with respect to the Project shall be at all times subject to the requirements of the Agreement Documents.

1.2 **Scope of Services.** Pursuant to the Agreement Documents, the CONTRACTOR shall provide to the VILLAGE comprehensive landscape maintenance, including public works services and miscellaneous functions, and fertilizer and pesticide treatment services, within the public areas of the VILLAGE, including public rights-of-way, parks, facilities, and other select areas or locations, as depicted on the VILLAGE-Wide Landscape Plan attached hereto as Exhibit "A", or as otherwise determined by the VILLAGE (the "Service Areas"). The VILLAGE reserves the right to remove or change specific area locations within the Service Areas on a temporary or permanent basis, as deemed appropriate by the VILLAGE. The Services and work shall include the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for the Services, which are more specifically set forth in the Specifications of the RFP incorporated herein by reference. The CONTRACTOR shall maintain the Project in accordance with the highest quality landscape maintenance standards consistent with the Specifications set forth in the RFP which shall surpass industry standards. The CONTRACTOR'S Services shall be subject to inspection and approval by the VILLAGE and the VILLAGE'S Landscape Architect and/or arborist, if any, who shall indicate items or services that need to be addressed or corrected and the CONTRACTOR shall address and complete same in a timely manner and provide a status report. The CONTRACTOR shall adhere to the landscape maintenance and fertilization and pesticide treatment programs and frequency as provided in the Specifications included in the RFP.

SECTION 2. BILLING AND PAYMENTS TO THE CONTRACTOR

2.1 **Payment; Invoices.** The VILLAGE shall pay the CONTRACTOR in accordance with the unit pricing and rates set forth in the Price Schedule Form attached to the RFP and submitted with the CONTRACTOR'S Proposal and attached hereto as Exhibit "B", payable monthly within thirty (30) calendar days of approval by the VILLAGE of any invoices submitted by CONTRACTOR to the VILLAGE. Payment will be made on a monthly basis after Services are rendered, accepted and properly invoiced. CONTRACTOR shall provide one invoice for all general maintenance Services performed regularly on a monthly basis, itemized with each task enumerated in the Price Schedule Form. Additional Services shall be itemized and billed separately. The VILLAGE shall make payments to CONTRACTOR pursuant to applicable Florida law. Payments shall be made for units ordered, placed and accepted by the VILLAGE and for labor rates in accordance with the Price Schedule Form attached hereto as Exhibit "B."

2.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONTRACTOR is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONTRACTOR within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONTRACTOR shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, expense records, accounting records, and payment records of the CONTRACTOR. The VILLAGE shall, pay to the CONTRACTOR the undisputed portion of the invoice. The parties shall endeavor to resolve the disputed portions in a mutually agreeable fashion.

2.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONTRACTOR, provided pursuant to this Section 2, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any terms or conditions of this Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of this Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

SECTION 3. TERM/TIME OF PERFORMANCE

3.1 **Term.** The CONTRACTOR shall be instructed to commence the Services by written instruction from the VILLAGE in the form of a Notice to Proceed providing the commencement date of this Agreement. This Agreement shall commence on the commencement date indicated on the Notice to Proceed and shall continue in full force and effect for an initial term of three (3) years, unless otherwise terminated pursuant to the terms of this Agreement (the "Term"). The Term of this Agreement shall be automatically renewed annually thereafter for up to three (3) additional one (1) year renewal terms, upon the same terms, conditions and pricing as set forth in this Agreement, unless the VILLAGE provides written notice to the CONTRACTOR of its election not to renew the Term or renewal term at least ninety (90) days prior to the expiration of the Term or the applicable renewal term. In the event that Services are scheduled to terminate either by expiration or by termination by the VILLAGE, the VILLAGE, in its sole discretion, may request that the CONTRACTOR continue the Services for a transition period until new Services can be established and operational. This transition period shall not exceed ninety (90) days beyond the expiration date of this Agreement.

3.2 **Commencement.** The CONTRACTOR'S Services under this Agreement and the time frames and schedule applicable to this Agreement shall commence upon the commencement date indicated on the Notice to Proceed. The CONTRACTOR shall not incur any expenses or obligations or incur payment to third parties prior to the issuance of a Notice to Proceed for the Project, and the CONTRACTOR must receive the Notice to Proceed from the VILLAGE prior to beginning the performance of the Services.

3.3 **Contract Time.** From and after the receipt of the Notice to Proceed, the CONTRACTOR shall continuously perform the Services to the VILLAGE, with faithfulness and diligence and without interruption, for the duration of the Term and any renewal term thereafter (the "Contract Time"). Time is of the essence in the performance of the Services and all limitations of time set forth in this Agreement are of the essence.

SECTION 4. TERMINATION OF AGREEMENT

4.1 **Termination.** The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days' written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding invoices due for Services rendered by the CONTRACTOR prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the Services performed

under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

4.2 **Termination for Default.** If CONTRACTOR fails to timely begin the Services, or fails to perform the Services with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Services according to the Specifications and this Agreement, or shall perform the Services unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Services pursuant to the accepted schedule or if the CONTRACTOR shall fail to perform any material term set forth in the Agreement Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Services in an acceptable manner, VILLAGE may, upon seven (7) days written notice of termination, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site, provide for alternate prosecution of the Services, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Services by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment. All damages, costs and charges incurred by the VILLAGE, together with the costs of completing the Services, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by VILLAGE shall exceed monies due CONTRACTOR from the VILLAGE, CONTRACTOR shall be liable and shall pay to VILLAGE the amount of said excess promptly upon demand therefore by VILLAGE. In the event it is adjudicated that VILLAGE was not entitled to terminate the Agreement as described hereunder for default, the Contract shall automatically be deemed terminated by VILLAGE for convenience as described below.

4.3 **Payment after Termination.** Provided that the CONTRACTOR has performed in accordance with the terms of this Agreement as of the date of termination pursuant to Sections 4.1 and 4.2 above, CONTRACTOR shall receive all payments due to CONTRACTOR for Services rendered and accepted prior to and up to the date of termination.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Changes Permitted.** Changes in the Services or the Project consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order (as defined below) without invalidating the terms of this Agreement.

5.2 **Change Order Defined.** "Change Order" shall mean a written order to the CONTRACTOR executed by the VILLAGE, issued after execution of this Agreement, authorizing and directing a change in the Services, the Project, Payment or the Contract Time, or any combination thereof. The Payment and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Services or the Project, or an

adjustment in the Payment or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. Change Order costs shall be determined at a negotiated fee between the parties or based on the Price Schedule Form attached hereto as Exhibit "B."

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of the Term, shall survive termination of this Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. VILLAGE'S RESPONSIBILITIES

7.1 The VILLAGE will assist CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR relating to the Project and allow reasonable access to all pertinent information relating to the Services to be performed by CONTRACTOR.

7.2 The VILLAGE shall furnish to COTRACTOR, at the CONTRACTOR'S written request, all available maps, plans, existing studies, reports and other data, pertinent to the Services to be provided by CONTRACTOR, that are in possession of the VILLAGE.

7.3 The VILLAGE shall arrange for access to and make all provisions for CONTRACTOR to enter upon public property under the control of the VILLAGE as required for CONTRACTOR to perform the Services.

SECTION 8. CODE OF ETHICS.

Intentionally Omitted.

SECTION 9. COMPLIANCE WITH LAWS; LICENSES; POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR and any and all of its agents, employees and subcontractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and procedural requirements applicable to the performance of the Services and operations pursuant to this Agreement, including, but not limited to, Chapter 17 (Noise) of the Village's Code of Ordinances regulating noise, power tools and landscaping equipment and leaf blowers, and meeting or exceeding all applicable requirements of the latest version of the codes and specifications applicable to the Services promulgated or published by the Florida Department of Transportation (FDOT) (vehicle Safety and traffic control requirements), the Occupational Safety Health Act (OSHA), American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements), the Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP). The CONTRACTOR is required to enter upon the VILLAGE'S property and public rights-of-way to perform the Services pursuant to this

Agreement and shall obtain all necessary licenses, permits and insurance in connection with such access and right of entry. The CONTRACTOR shall comply with all requirements and the VILLAGE'S agreements with any other entity or agency which concern the public right-of-way or Service Areas upon which the Services are to be provided.

9.2 When excavating or digging in the performance of Services pursuant to this Agreement, CONTRACTOR shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

9.3 The CONTRACTOR shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the Services or work and at all times during the Term or any renewal term(s) of this Agreement, CONTRACTOR shall procure and maintain, at its sole cost and expense, and provide copies to the VILLAGE, all required licenses, permits and certifications for the performance of the Services and the operations set forth in this Agreement, including but not limited to, a Miami-Dade County Occupational License, a State of Florida Pest Control License, a Certified Pest Control Operator License. Any chemicals and pesticides applied by the CONTRACTOR in the performance of the Services shall be used in strict accordance with federal, state, county, and local laws and regulations. Any use of any chemicals and pesticides shall be reported to the VILLAGE and shall be applied only by trained, licensed and certified pest control applicators.

9.4 The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of Services or work under this Agreement. The CONTRACTOR shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

9.5 The CONTRACTOR and any and all of its agents, employees and subcontractors shall comply with the wage provisions of Section 287.055, Florida Statutes. If the Project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the CONTRACTOR shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 Any and all records, drawings and specifications, as instruments of the Services to be performed (the "Drawings and Specifications"), are and shall become the property of the VILLAGE whether the Project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the VILLAGE'S use and occupancy of the Project.

10.2 The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without the VILLAGE'S prior written consent, or unless incident to the proper performance of the CONTRACTOR'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by the

CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents and subcontractors to comply with the provisions of this paragraph.

SECTION 11. RECORDS/AUDITS

11.1 The CONTRACTOR shall maintain and require all subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Services. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Services. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement.

SECTION 12. NO CONTINGENT FEE

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Payment, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement or the Services shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by CONTRACTOR, without the prior written consent of the VILLAGE, in its sole and absolute discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the CONTRACTOR or any subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR'S obligation under this paragraph shall not be limited in any way by the agreed upon Payment, or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection.

15.2 The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, under worker's compensation acts, disability benefit acts, or other employee benefit acts.

15.3 The CONTRACTOR shall not specify or allow any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The CONTRACTOR shall indemnify and hold VILLAGE and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the CONTRACTOR violates the requirements of this Section 15.

SECTION 16. INSURANCE

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 6.1.

(a) 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 (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) 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.

(c) 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 Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) **Certificate of Insurance.** Certificates of Insurance shall be provided to the VILLAGE, reflecting the VILLAGE as an Additional Insured, 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.

(e) **Additional Insured.** 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.

(f) **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 retentions in the event of any claim.

(g) The provisions of this section shall survive termination of this Agreement.

SECTION 17. REPRESENTATIVE OF VILLAGE AND CONTRACTOR

17.1 **VILLAGE Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his or her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONTRACTOR Representative.** CONTRACTOR shall inform the VILLAGE Manager, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the VILLAGE or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

20.1 CONTRACTOR warrants that the Services to be performed hereunder shall be performed by the CONTRACTOR'S own staff or employees, unless otherwise approved in writing by the VILLAGE. The VILLAGE shall approve any and all subcontractors providing Services to the VILLAGE pursuant to this Agreement. Said approval shall not be construed as constituting an agreement between the VILLAGE and said other person or firm. The CONTRACTOR'S services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality and under the same or similar circumstances and conditions.

20.2 CONTRACTOR represents that it possesses the requisite skills and shall follow the professional standards and the standard of conduct for CONTRACTORS or vendors in performing all Services under this Agreement. The CONTRACTOR agrees to use its skill and judgment in furthering the VILLAGE'S interests hereunder and CONTRACTOR shall perform the Services in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care. The VILLAGE shall have the right to reject or disapprove Services which the Village finds to be defective or non-conforming. If at any time during the term of this Agreement or the Project for which the CONTRACTOR has provided Services under this Agreement, it is determined that the CONTRACTOR'S Services or work are incorrect, defective, non-conforming or fail to conform to the terms of this Agreement, upon written notification from the VILLAGE, the CONTRACTOR shall immediately proceed to correct the work, re-perform Services which failed to satisfy the foregoing standard of care and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional inspections, and installation and reimbursements to the VILLAGE for any other services and expenses made necessary thereby, save and except any costs which the VILLAGE would have otherwise paid absent the CONTRACTOR'S error or omission. The VILLAGE'S approval, acceptance, use of or payment for all or any part of the CONTRACTOR'S services shall in no way alter the CONTRACTOR'S obligations or VILLAGE'S rights hereunder.

20.3 CONTRACTOR agrees, within fourteen (14) calendar days of receipt of a written request from the VILLAGE, to promptly remove and replace any personnel employed or retained by the CONTRACTOR, any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any personnel of any such subcontractor or other persons employed or utilized by the CONTRACTOR to provide and perform the Services or work pursuant to the requirements of this Agreement, whom the VILLAGE shall request in writing to be removed, which request may be made by the VILLAGE.

20.4 If CONTRACTOR allows any work to be performed knowing, or when with the exercise of due care the CONTRACTOR should have known, it to be contrary to any such applicable laws, ordinances, rules, regulations or restrictions and fails to give VILLAGE written notice thereof prior to performance thereof, CONTRACTOR shall bear all costs, liabilities, and expenses arising therefrom, which costs, liabilities and expenses shall not be considered a part of CONTRACTOR'S fees or any other amounts due hereunder.

20.5 CONTRACTOR hereby represents and warrants that it has reviewed all necessary Project documents, Specifications, and that this Agreement and the RFP, when taken together, fully and accurately describe the Services needed to complete the Project in accordance with the requisite standard of care, and that CONTRACTOR is not aware of any additional work, labor or services that will be required to complete the Project. CONTRACTOR warrants and represents that it has visited and inspected the Service Areas and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect performance or progress of the Services, and the cost of the Services.

20.6 CONTRACTOR hereby represents and warrants that all Services shall comply with all applicable federal, state and local laws, ordinances and building codes.

20.7 CONTRACTOR shall be responsible for promptly notifying the VILLAGE of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Services and work performed by CONTRACTOR pursuant to this Agreement, or the improper or negligent activities of the CONTRACTOR.

20.8 CONTRACTOR'S obligations under this Section 20 shall survive termination of this Agreement.

SECTION 21. TAXES.

CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Services under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds the VILLAGE harmless from any liability on account of any and all such taxes, levies, duties and assessments.

SECTION 22. SAFETY.

CONTRACTOR shall be fully and solely responsible for safety and conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. CONTRACTOR shall continually and diligently inspect all Services, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. CONTRACTOR shall have sole responsibility for implementing its safety program. VILLAGE shall not be responsible for supervising the implementation of CONTRACTOR'S safety program, and shall not have responsibility for the safety of CONTRACTOR'S or its subcontractor's employees. CONTRACTOR shall maintain all portions of the Project site and Services in a neat, clean and sanitary condition at all times. CONTRACTOR shall assure that subcontractors performing Services comply with the foregoing safety requirements.

SECTION 23. CLEANING UP.

CONTRACTOR shall, at all times, at its expense, keep its Service areas in a neat, clean and safe condition. Upon completion of any portion of the Services, CONTRACTOR shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Services. Upon completion of the Services, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Services and CONTRACTOR shall leave the Project in a neat, clean and safe condition. In the event of CONTRACTOR'S failure to comply with the foregoing, the same may be accomplished by the VILLAGE at CONTRACTOR'S expense

SECTION 24. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

_____
Attention: _____
_____
_____
Phone: (305) _____
Facsimile: (___) _____

FOR VILLAGE:

Village of Key Biscayne, Florida
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149
Phone: (305) 365-5514

With a copy to:

Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
VILLAGE Attorneys
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134
Phone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 25. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Payment of this Agreement are accurate, complete, and current at the time of contracting. This Agreement's Payment and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's Payment was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

SECTION 26. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 27. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are hereby incorporated by reference.

SECTION 30. NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

SECTION 31. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 32. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

ATTEST

VILLAGE OF KEY BISCAYNE, FLORIDA

_____
Village Clerk

By:_____
John C. Gilbert, Village Manager

Date Executed: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ONLY:

_____
Village Attorney

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

CONTRACTOR:

ATTEST:

_____

_____

_____

By:_____
Name:_____
Title:_____

Date Executed: _____

EXHIBIT "A"

Village Wide Landscape Plan or Service Areas

ATTACHMENT "A"

EXHIBIT "B"

Price Schedule Form

Village of Key Biscayne Landscape Maintenance Price BID Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A" and described below:

ITEM #	LOCATION	DESCRIPTION	FREQUENCY OF VISITS PER MONTH	PRICE PER VISIT	ONE YEAR TOTAL LUMP SUMP
1	Harbor Drive	Traffic circles, dividers, swale area from Fernwood to 180 Harbor Drive, Mashta Bridge areas	4		
2	Crandon Boulevard	Swale and medians	4		
3	Fernwood Road	East Side only, between Harbor Drive and West Wood	3		
4	Key Biscayne Community School	Everything Except Field	3		
5	Ocean Lane Drive	Medians	2		
6	Seaview Drive	North side only and cul de sac	3		
7	Cape Florida Drive	North & South cul de sacs and canal crossing	2		
8	Mariner Drive	Cul de sac and canal crossing	2		
9	Knollwood Drive	Cul de sac and canal crossing	2		
10	Ocean Drive	Public Parking Areas (2)	3		
11	Lake Park	Entire park	3		
12	East Heather Drive & Beach Access	South side of East Heather Drive only	3		
13	West Mashta Drive	Traffic circles	2		
14	North Mashta Drive	Cul de sac	2		
15	South Mashta Drive	Cul de sac	2		
16	Harbor Point Drive	Cul de sac	2		
17	Grapetree Drive	Cul de sac	2		

Village of Key Biscayne Landscape Maintenance Price BID Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A" and described below:

ITEM #	LOCATION	DESCRIPTION	FREQUENCY OF VISITS PER MONTH	PRICE PER VISIT	ONE YEAR TOTAL LUMP SUMP
18	West Heather Dr.	Traffic circles	2		
19	Beach Park	Entire park	3		
20	West Wood Drive	Traffic circles, four adjacent corners and Crape Myrtles maintenance	2		
21	Government Center	Community Center, Village Hall, Fire Station and 530 Crandon Boulevard	3		
22	Village Green	Everything Except Field	3		
23	Calusa Park	Swales, park area and alley to Harbor Drive	3		
24	Pump stations	Surrounding Area	2		
25	Sunset Circle	Cul de sac	2		
	Additional Services		**FREQUENCY**		
26	St. Agnes Miscellaneous	North field boundary vegetation over fence	1 per year		
27	Key Biscayne Community School	Beginning of school year mulch and preparation	1 per year		
28	Banner Replacement	Crandon Boulevard - (125 poles)	3 per year		
29	Hurricane/Storm Preparation	Before storm - see RFP section 3.8.2 under Additional Services	as needed		
30	Fourth of July Parade	Set up, Removal and Litter - see RFP section 3.8.3 under Additional Services	1 per year		
31	Litter Control	All highlighted areas	1 per day		

Village of Key Biscayne Landscape Maintenance Price Bid Schedule Form

Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A"

Item #	Item	Unit	Cost
32	Palm pruning	per palm	
33	Sod installed	per sq. yard	
34	Mulch installed	per cubic ft.	
	Tree removal and stump grinding		**Cost**
35	2 to 8 ft	per tree	
36	10 to 20 ft	per tree	
37	over 20 ft	per tree	
	Tree Installation		
38	2 to 8 ft	per tree	
39	10 to 20 ft	per tree	
40	over 20 ft	per tree	
	Fertilization & Pesticide		**Cost**
41	Fertilization	per quarter	
42	Pesticide	per month	
43	Fire Ant Control (parks & School)	per month	

Village of Key Biscayne Landscape Maintenance Price Bid Schedule Form			
Furnish all Material, Equipment and Labor Necessary to Maintain all Areas highlighted in Plan, "Attachment A"			
Item #	Item	Unit	Cost
	Labor		
44	Miscellaneous Labor- Regular hours (8am to 4pm)	per hour	
45	Miscellaneous Labor- After Hours/Holidays	per hour	
46	Storm Recovery	per hour	
47	Water Truck driver with truck - must contain 1,500 - 1,800 gallons	per hour	
48	Water Truck Driver without truck	per hour	
49	Remove dead animal from ROW	per animal	
50	Hauling of all vegetative material	All highlighted areas in exhibit "A" on a monthly basis	

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statementsand the answers contained herein.

Name of Proposer: _____ Date: _____

Name of Authorized Representative of Proposer: _____