VILLAGE OF KEY BISCAYNE

Office of the Village Manager

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

Village Manager
John C. Gilbert

DATE: January 14, 2014

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Beach Cleaning, Maintenance and Beautification Services

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution authorizing the Village Manager to execute an Agreement with W.D. Thompson, Inc. d/b/a "Beach Raker" (attached as Exhibit "A") to provide beach maintenance services in an amount not to exceed $135,387. This Agreement is valid for one (1) year with an option to renew by the Village for an additional two (2) year term. Thereafter, the term of the Agreement will be automatically renewed annually for up to three (3) additional one (1) year term, unless the Village provides written notice to the Contractor (see attached Agreement-Section 3.1 as Exhibit A).

BACKGROUND

The Request for Proposals (RFP) was issued on June 20, 2013. Three (3) companies submitted proposals. The proposals were opened on August 7, 2013 and reviewed by the Beach Cleaning Evaluation Committee (BCEC). Each of the proposals was ranked by the Committee Members based upon the attached evaluation criteria (Exhibit "B"). The BCEC reviewed the submissions in accordance with Section 1.9 "Evaluation Process" of the RFP and conducted a comprehensive assessment.

Our beach engineer, Coastal Systems International, Inc. has recommended "Beach Raker" as the best responsible bidder deemed most advantageous to the Village (see attached memorandum dated September 30, 2013).

The total yearly cost for regular maintenance is not to exceed $135,387. In situations where excess seaweed and debris removal is necessary, the cost per cubic yard is $32.69. This contract will be funded by the General Fund, Contractual Services – Public Works Beach Maintenance line item.

Reviewed by Mrs. Lillian Arango from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

COASTAL SYSTEMS INTERNATIONAL, INC.
464 South Dixie Highway • Coral Gables, Florida 33146
Tel: 305-661-3655 • Fax: 305-661-1914
www.coastalsystemsint.com

MEMORANDUM

COMM: 135040.02 **DATE:** September 30, 2013

TO: John Gilbert, Village Manager

FROM: T. K. Blankenship, P.E., Coastal Systems International Inc. (CSI)
Beach Cleaning Evaluation Committee (BCEC) Member

RE: **VILLAGE OF KEY BISCAYNE BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION SERVICES**

BACKGROUND

The Village has maintained an annual contract for beach cleaning and maintenance with Universal Beach Service Corporation since October, 2003 (Resolution 2003-34). The contractor has provided beach cleaning services to the Village since 1993. The current contract includes annual maintenance services for debris/litter collection, removal, seaweed raking, erosion control, and beach repair. This contract was for $107,110 per year for five (5) days per week. The contract included clauses for additional services associated with hurricanes, tropical storms, etc.

Operating heavy equipment for beach raking for this beach maintenance contract requires environmental permits from the Florida Department of Environmental Protection (FDEP), and the operations must comply with strict guidelines established by the Florida Fish and Wildlife Conservation Commission (FWC). The beach maintenance operations are conducted in the sensitive beach/dune environment throughout the year. Equipment operators must account for 1)dynamic coastal/littoral processes (i.e. tides, waves, etc.); 2)marine turtle nesting season; and 3)recreational beach users.

Occasionally coastal processes and storm events deposit heavy volumes of seaweed, and additional equipment and resources are required to handle this accumulated debris. The most recent event occurred prior to the 2012 beach nourishment project, and excess seaweed was hauled with heavy equipment to a handling area in Crandon Park.

Public Works staff reviewed the current contract and compiled a Request for Proposals (RFP) suitable for public advertisement. The RFP included line items (total 3 items) for annual operations and another 7 line items for additional work tasks that may or may not be required depending on coastal processes and tropical weather events. These line items would facilitate negotiation and authorization with the selected contractor after award of the contract. The contract term would be for three (3) years with three (3) additional one (1) year terms.

PROCUREMENT PROCESS

The Request for Proposals (RFP) was issued on June 20, 2013. Four (4) companies attended the mandatory pre-bid meeting and site visit on July 11, 2014. One (1) addendum was issued July 11, 2013 addressing bidder questions. Three (3) companies submitted proposals. The proposals were opened on August 7, 2013 and reviewed by the Beach Cleaning Evaluation Committee (BCEC). The BCEC was comprised of the following individuals:

- Tony Brown, Public Works, Village of Key Biscayne
- William Fehr, Building/Zoning/Planning Department, Key Biscayne
- Tim Blankenship, Coastal Systems International (Village beach consultant)

BCEC EVALUATION SUMMARY

The BCEC reviewed the submissions in accordance with section 1.9 "Evaluation Process" of the RFP and conducted a comprehensive assessment. The assessment was conducted independently, and each of the proposals was ranked by the Committee based upon the attached evaluation criteria (Exhibit "B"). The scores were presented by each BCEC member at the BCEC meeting on August 20, 2013.

The criteria established the evaluation based on experience, qualifications and approach to the project at 60% of the scoring with the contractor's annual cost (items 1-3) as 40% of the scoring. The following is a summary of the scores and bids, along with totals of additional line item bids:

Bidder	Total Score	Annual Bid[1]	Additional Items[2]
Beach Raker	94.7	$135,387[5]	$30,697
The Sand Raker	72.9	$127,610[6]	$43,950
Universal Beach Services	89.5	$119,500[3]	$5,000[4]

Notes:
1. Line items 1-3
2. Line items 4-10
3. Includes line items 7-10 in annual cost
4. Monthly estimate, for line items 4, 5 and 6. Not fully quantified in the opinion of the BCEC.
5. Includes line items 5 & 10
6. Options A and B presented in the summary did not match the line item costs 1-3.

Beach Raker's RFP package presented a comprehensive approach to the requested services. Beach Raker has multiple pieces of equipment including seaweed or Barber Surf rakes, and a detailed approach was provided relative to the seaweed management that requires raking and burying seaweed below the Mean High Water (MHW) line in accordance with FWC guidelines. In addition, Beach Raker provided detailed information for the separation and handling of solid waste and recyclables collected through the seaweed management operations and from the beach area in general. They also provided an approach to the erosion control and beach repair that

included various types of equipment utilized and the stabilization of stairs, washouts, and entrance ways.

REFERENCES

After the ranking was completed by the BCEC, Public Works staff conducted reference checks on the bidders as follows (only referenced from the top two bidders included in this summary):

- Beach Raker
  - Pompano Beach
  - Lauderdale by the Sea
  - Dania Beach

- Universal
  - Marathon
  - Delray Beach
  - Key Biscayne Beach Club
  - Breakers Beach Resort, Town of Palm Beach

All references checked were generally positive with no negative comments provided.

RECOMMENDATIONS

Beach Raker received the highest total points, and the BCEC recommends Beach Raker as the most responsible bidder deemed most advantageous to the Village. If the Village is unable to enter into a contract with Beach Raker, the BCEC recommends the Village award the contract to the second ranked firm, Universal Beach Services.

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RESOLUTION NO. 2014-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING THE PROPOSAL OF W.D. THOMPSON, INC. D/B/A BEACH RAKER TO PROVIDE BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20th, 2013, the Village of Key Biscayne ("Village") issued Request for Proposals No. PW13-2 ("RFP") for Beach Cleaning, Maintenance and Beautification Services (the "Services"); and

WHEREAS, W.D. Thompson, Inc. d/b/a Beach Raker ("Beach Raker") submitted a proposal in response to the RFP for the Services requested; and

WHEREAS, after review and evaluation of the proposals submitted in response to the RFP, the Village Manager recommends that Beach Raker be selected to perform the Services; and

WHEREAS, the Village Council desires to select Beach Raker to perform the Services, and authorizes the Village Manager to execute the Agreement with Beach Raker (the "Agreement") substantially in the form attached hereto as Exhibit "A" ; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Agreement for the Services to Beach Raker, and enter into the Agreement, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Selection of Proposer and Award of Agreement.** That the selection and award of the Beach Cleaning, Maintenance and Beautification Services to Beach Raker is approved.

Section 3. **Agreement Approved.**. That the Agreement, substantially in the form attached hereto as Exhibit "A", between Beach Raker and the Village for Beach Cleaning, Maintenance and Beautification Services is hereby approved, and the Village Manager is hereby authorized to execute the Agreement and related or necessary documentation on behalf of the Village, once approved as to form, content and legal sufficiency by the Village Attorney.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any and all action which is necessary to implement the Agreement and the purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of January, 2014.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Exhibit "A"

(Agreement for Beach Cleaning, Maintenance and Beautification Services)

AGREEMENT

between

VILLAGE OF KEY BISCAYNE, FLORIDA

and

W.D. THOMPSON, INC. D/B/A BEACH RAKER

for

BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION SERVICES

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 W.D. Thompson, Inc., a Florida corporation, d/b/a Beach Raker (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 220 NE 13th Street, Pompano Beach, Florida 33060.

RECITALS:

WHEREAS, the VILLAGE issued Request for Proposals (RFP) No. PW13-2 on June 20, 2013, together with all Addenda thereto (the "RFP") requesting proposals from qualified CONTRACTORs or vendors for the purpose of providing beach cleaning, maintenance and beautification services for approximately 6,200 feet of ocean shoreline within the municipal limits of the VILLAGE as shown on the VILLAGE Plan attached to the RFP and to this Agreement as Exhibit "A, including solid waste collection and disposal, recycling, beach grading, management of seaweed, response to coastal storm events and tilling, for locations within the VILLAGE" (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 beach cleaning, maintenance and beautification services for approximately 6,200 feet of ocean shoreline within the municipal limits of the VILLAGE as shown on the VILLAGE Plan attached to the RFP and to this Agreement as Exhibit "A, including solid waste collection and disposal, recycling, beach grading, management of seaweed, response to coastal storm events and tilling, 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 beach cleaning, maintenance and beautification 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, 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 beach cleaning, maintenance and beautification 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 pricing and rates set forth in the Schedule of Pricing 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 Schedule of Pricing 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 or Services ordered, placed and accepted by the VILLAGE and for labor rates in accordance with the Schedule of Pricing 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 one (1) year, unless otherwise terminated pursuant to the terms of this Agreement (the "Term"). The VILLAGE by written notice to CONTRACTOR, given on or before ninety (90) days prior to the expiration of the initial one (1) year term, may elect to extend the Term of this Agreement for an additional two (2) year term upon the same terms, conditions and pricing as set forth herein for such renewal Term. Thereafter, the Term of this Agreement shall be automatically renewed annually 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 **Performance Probationary Period; Termination.** This Agreement and the performance of the Services by the CONTRACTOR are subject to a sixty (60) day performance probationary period. During this probationary period, the CONTRACTOR'S performance will be closely monitored by the VILLAGE. If the CONTRACTOR'S performance fails to consistently meet the standards and requirements set forth in the Agreement Documents, the VILLAGE shall have the right to terminate this Agreement upon written notice to the CONTRACTOR. If the CONTRACTOR'S performance is acceptable and meets the standards and requirements of the Agreement Documents, the VILLAGE shall so notify the CONTRACTOR and the Agreement shall continue and extend throughout the Term provided in this Agreement. The VILLAGE shall have the right to terminate this Agreement during the probationary period , with or without cause, and the exercise of this right shall be solely within the discretion of the VILLAGE.

4.2 **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.

4.3 **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.

4.4 **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 Schedule of Pricing 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 equipment, Chapter 8, Article VI (Lighting Regulations and Marine Turtle Protection), 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), the Environmental Protection Agency (EPA),all Federal and State Environmental Protection laws and regulations, and the Florida Department of Environmental Protection (FDEP). The CONTRACTOR is required to enter upon the ocean shoreline, VILLAGE'S property and public rights-of-way to perform the Services pursuant to this Agreement and shall obtain all necessary licenses, permits, approvals 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 Service Areas upon which the Services are to be provided.

9.2 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.

9.3 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.

9.4 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, insurance broker 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 an insurance company 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 16 and may be increased by the VILLAGE as it deems necessary or prudent.

(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 and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

(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 Service 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 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 the 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 site 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:

FOR VILLAGE:

Village of Key Biscayne, Florida
Attn: John C. Gilbert, 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.

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:

W.D. THOMPSON, INC. D/B/A BEACH RAKER

_____

By:_____

Name:_____

_____

Title:_____

Date Executed: _____

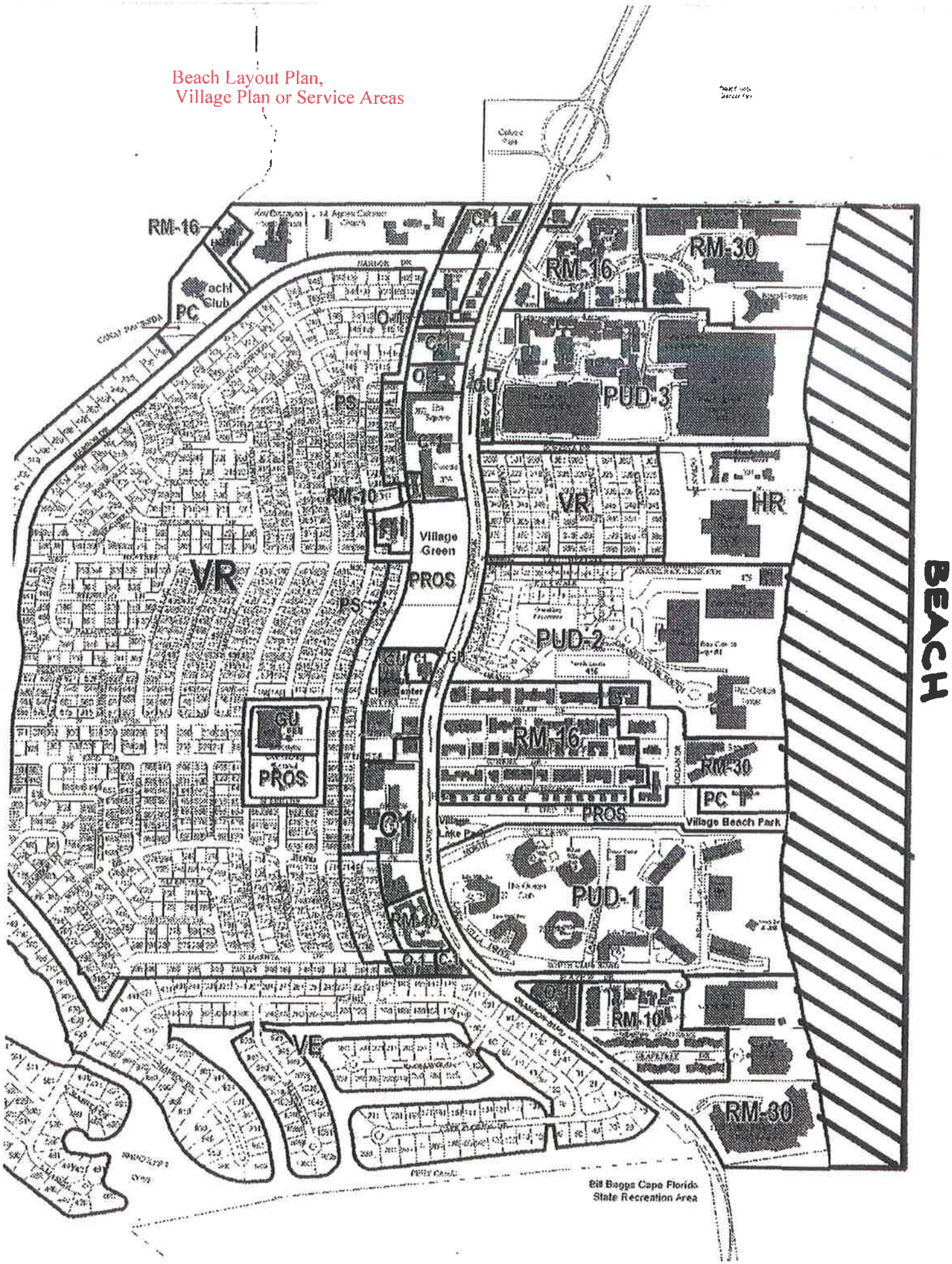
EXHIBIT "A"

Village Plan or Service Areas

EXHIBIT "B"

Schedule of Pricing Form

Beach Layout Plan,
Village Plan or Service Areas



SCHEDULE OF PRICING

Beach Cleaning, Maintenance and Beautification Services

RFP # PW 2013-2

Beach Raker PROPOSES TO PROVIDE THE SERVICES AS
W.D. Thompson d/b/a Beach Raker. **(NAME OF CONTRACTOR)**

DESCRIBED IN THE DETAILED SPECIFICATIONS OF THIS REQUEST FOR PROPOSAL 2013-14 FOR THE FOLLOWING PRICE:

Item 1: Debris, Trash Removal and Recycling

$ 4,041.33 X12 MONTHS= $ 48,496.00
(MONTHLY COST)

Item 2: Special Events and Holidays

$ Ø - INCLUDED ITEM #1 X1 EVENT= $ Ø
(PER EVENT COST)

Item 3: Seaweed Management

$ 7,240.92 X12 MONTHS= $ 86,891.00
(MONTHLY COST)

Item 4: Additional Seaweed Management

$ 340.00 X 20 DAYS= $ 6,800.00 * ONLY IF ADDITIONAL DAYS ARE REQUESTED ABOVE 5 DAYS.
(DAILY **COST**)

Item 5: Excess Seaweed Management

$ Ø (INCLUDED IN ITEM #3) X10 DAYS= $ Ø *
(DAILY **COST**)

Item 6: Storm Conditions with Excess Seaweed and Debris Removal

$ 32.6875 X 200 CUBIC YARDS $ 6,537.50
(PER CUBIC YARD **COST**)

Item 7: Hazards Management

$ 420.00 (DAILY COST) X 20 DAYS= $ 8,400.00

Item 8: Erosion Control

$ 420.00 (DAILY COST) X10 DAYS= $ 4,200.00

Item 9: Tilling

$ 4,760.00 (PER EVENT COST) X 1 EVENT= $ 4,760.00

Item 10: Environmental Permitting

$ Ø (YEARLY COST) X 1 YEAR= $ Ø

$ 135,387.00
(TOTAL YEARLY COST)

TOTAL YEARLY COST IN WORDS ONE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS

COMMENTS:
ITEM #1, 2, 3 COMPOSE THE TOTAL YEARLY COST.
ITEM #4 #5 - THERE IS NO CHARGE FOR TAKING SEAWEED TO CRANDON PARK OR DEALING WITH EXCESSIVE SEAWEED ON SERVICE DAYS. (5). IF ADDITIONAL SERVICE DAYS ARE REQUESTED ABOVE FIVE (5), IT IS $340.00 PER DAY, IN ADDITION TO THE COST OF ITEM #3
ITEM #6-10, ADDITIONAL SERVICES THE VILLAGE MAY ELECT.

Proposer Name: W.D. THOMPSON d/b/a BEACH RAKER

Exhibit "B"

(Evaluation Criteria)

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 services 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.