

REQUEST FOR PROPOSALS
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Lawn Maintenance and Services

RFP NO.:

1516-07-003

DUE DATE:

Friday, April 29th, 2016 at 3:00pm (Municipal Building)

ISSUED:

Friday, April 1st, 2016

CONTACT PERSONS:

Darby P. Delsalle, AICP
Director of Planning and Zoning Department
Village of Palmetto Bay
DDelsalle@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Finance Department
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Village of Palmetto Bay

**REQUEST FOR PROPOSALS (RFP)
LAWN MAINTENANCE AND SERVICES
A.K.A MOW AND GO
No. 1516-07-003**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide lawn maintenance and services for the “Lot Maintenance and Abandoned Property Program.” The intent of this program is to provide basic lawn maintenance services, secure exposed and/or unsafe pools, and remove yard debris from abandoned properties located within the jurisdictional boundaries of the Village. Most of these properties are in foreclosure and are not maintained by the mortgage companies or other creditors that hold title to the properties. The abandoned nature of these properties has resulted in a nuisance to the community, and in some cases, a breeding ground for mosquitoes and rodents due to the overgrown lawn, un-maintained pools, and standing waters. In addition to potential health and safety concerns, these un-maintained and/or abandoned properties may have a negative impact on the property values of adjacent properties due to the condition and lack of lot maintenance of these foreclosed and/or abandoned properties.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto By, Florida 33157, no later than 3:00 p.m. on or before April 29th, 2016 at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) and submit an original, five (5) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled “**Lawn Maintenance Services, RFP 1516-07-003**”. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Solicitation documents can be obtained on or after Friday, April 1st, 2016 after 9:00 am at our website www.palmettobay-fl.gov under “information”, click bids and RFP’s and you will be able to down load the proposal document, please become a vendor with our vendor registry program, you can sign-up on the same page. Please contact the Procurement Specialist, Litsy C. Pittser at LPittser@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Proposers can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

General

- a) The Village is requesting sealed proposals from qualified and experienced firms to provide lawn maintenance and services for the “Lot Maintenance and Abandoned Property Program,” for the Department of Development Services. Upon the Village Council’s ratification of the Selection Committee’s rankings, the Village will enter into an agreement with the selected Contractor/Proposer that will delineate the performance measures and expectations of the lawn maintenance services as further detailed in Section 4.0 entitled ‘Scope of Services’, and which agreement will delineate the costs of services and procurement methodology (i.e. purchase order) required of the Village.

- B) It is the Village’s intent and the purpose of these specifications to secure a qualified firm to provide lawn maintenance services for the “Lot Maintenance and Abandoned Property Program.” The selected company shall provide basic lawn maintenance services, secure exposed and/or unsafe pools, and remove yard debris from abandoned properties located within the jurisdictional boundaries of the Village for an initial contract period of two (2) years, with two (2) additional one (1) year options to extend the contract.

- C) The successful Proposer must be an independent Contractor/Proposer and the individual(s) assigned to work for the Village by the Contractor/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8 of this RFP. The background checks will be provided to the Village. Any individuals with a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village’s adopted Shannon Melendi Ordinance would be precluded from providing services.

Estimated Schedule

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	April 1st, 2016	
Last Date for Submittal of Written Questions Prior to Proposal Due Date	April 20 th , 2016	03:30pm
Proposals Due Attn: Meighan Alexander, Village Clerk Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	April 29 th , 2016	03:00pm or earlier

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each Contractor/Proposer submitting a proposal (Proposer) shall meet the terms and conditions of the Request for Proposals (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Wednesday, April 20, 2016 at 3:30pm.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its submittal reflects any and all addenda issued by the

Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.04 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Proposer unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Proposer to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Proposer and the Procurement Specialist named herein Proposer solicitation is exempt from the Proposer Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred by the Proposer as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

3.10 Certification

The signer of the Response (to this RFP) must declare by signing all the required forms Proposer included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Proposer List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Proposer Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposer is awarded.

3.13 Insurance

Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Proposer liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Proposer shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Development Services Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.16 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Proposers submitting proposals.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”, which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the solicitation to which Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay’s Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or sub-Contractor has been involved in within the last three (3) years.

3.21 Sub-Contractor

If any Proposer/Contractor submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Proposer(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.22 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Contractor/Proposer or its employees, agents, servants, partners, principals or sub-Contractor. The Contractor/Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the

Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor/Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Contractor/Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor/Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.26 Work Delays

Should the Proposer be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Proposer. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village

may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.35 Bid Guaranty - Not Applicable.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Scope of Work

The Village of Palmetto Bay intends to select a Contractor/Proposer, as determined by the Village, to provide lawn maintenance and services for the “Lot Maintenance and Abandoned Property Program.” Dates and times will be on an as-needed basis, with specific duties as described therein. The successful Contractor/Proposer shall be responsible for providing lawn maintenance and services for the “Lot Maintenance and Abandoned Property Program” to be performed by qualified employees (acceptable to the Village of Palmetto Bay and licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, Florida) as required by the Village. Duties shall include, but not be limited to maintaining written reports as may be required, reporting of hazardous conditions, and properly documenting costs associated with services. Specific duties are described in greater detail below at sections 4.01 and 4.02.

4.01 Specifications for lawn mowing must include the following:

1. Successful Proposer shall take before and after pictures of the job site. The successful Proposer shall be responsible for submitting the before and after pictures as an attachment to each invoice.
2. Grass to be mowed at an average height of 1 1/2” to 2 1/2” to be specified by Village staff. Staff reserves the right to notify the successful Proposer of when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas due to the use of dull blades or other factors could be considered as grounds for the immediate cancellation of any contract agreement.
3. Edging to be completed at each service will include around all curbs, sidewalks, and streets.
4. Clippings to be blown off driveways and walkways. The clippings shall not be blown into the street, adjacent properties, or storm drains.
5. Trimming around all obstacles, as needed.
6. Litter to be removed from all areas prior to each mowing. If there is excess litter on the property, the successful Proposer shall contact the Village for an inspection of the property.
7. Report graffiti to the Village on first observation.

8. In the event the successful Proposer is prevented from completing maintenance as provided in the schedule because of reasons other than inclement weather, he/she shall be required to complete these services so deferred prior to the next regular scheduled date.
9. Assignments shall be accomplished in accordance with a schedule approved by the Village Manager or his designee. Where inclement weather, in the opinion of the Village Manager or his designee, prevents adherence to the regular schedule for two or less days in a given week, the areas so effected by the inclement weather shall be mowed or trimmed within the following one week period from the date of the scheduled mowing or trimming without the interruption of the regular schedule. The successful Proposer shall perform all extra work required by such inclement weather without additional charge.
10. Successful Proposer shall immediately correct and/or report to the Village any and all problems or conditions which may tend to create unsafe or hazardous conditions within the property boundaries.

4.02 Specifications for covering unsafe pools must include the following:

1. Successful Proposer shall clean the area surrounding the pool prior to the installation of the pool cover.
2. Successful Proposer shall immediately report to the Village any potential health or safety issues associated with the current condition of the pool.
3. Successful Proposer shall consult the Village prior to installing the pool cover to ensure that the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be designed to provide an adequate safety barrier that would discourage the use of such structure by humans and/or animals. The standard size of a pool cover is 15' by 30'. If the pool requires a cover that exceeds the standard size, the successful Proposer shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with an oversized cover.

END OF SECTION

SECTION 5

5.0 Evaluation and Content of Proposals

Selection Committee

Proposals submitted will be evaluated by the Selection Committee, chosen by the Village Manager, at his sole discretion. The selection committee will review submissions, conduct interviews, and provide a recommendation to the Village Manager who shall provide a recommendation to the Village Council. The Selection Committee shall meet to initially examine the documentation submitted in the Proposal to determine the responsiveness and responsibility of each Contractor/Proposer. Failure to provide the required information shall disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Committee shall also disqualify any Proposers/Contractors that make exaggerated or false statements. The evaluation of the Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer/Contractor, as well as other information reasonably available to the Village. The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer/Contractor to perform the services and the Proposer/Contractor shall furnish the Village all such information as the Selection Committee or Village Manager may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers/Contractor, make site visits, obtain credit reports, or take other action it deems necessary to fairly evaluate all Proposers/Contractor.

5.1 Evaluation

Each member of the Selection Committee shall evaluate and rank each Proposal. The full Selection Committee will then convene to interview, review and discuss these evaluations and rank the firms as a group.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Points

- 20 The quality of the firm's proposal pursuant to this RFP.
- 20 The firm's past experience and performance on comparable contracts.
- 20 Cost of Services

60 Total Available Points

5.2 **Preparation of Proposals:**

1. Contractor/Proposer will need to provide (5) copies, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked “Lawn Maintenance and Services Proposal” RFP 1516-07-003 to include the name of company, address, contact person and phone number. The package with the proposals inside should be sent to:

Mrs. Meighan Alexander, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

All Contractor/Proposer are reminded that it is the sole responsibility of the Contractor/Proposer to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on April 29th, 2016**. The Village’s time/date stamp will be considered as the official time. Failure of a Contractor/Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Contractor/Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

3. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Contractor/Proposer in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Contractor/Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Contractor/Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

5.3 **Preparation of Proposals:**

1. Introduction Letter

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principal office, number of years in business and size.

2. Experience

Contractor/Proposer shall have a minimum of three (3) years of successful experience in providing lawn maintenance services. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Contractor/Proposer/Proposers shall provide three references for the jobs summarized.

3. Financial Stability

Contractor/Proposer shall demonstrate financial stability. Contractor/Proposer shall provide a statement of the Contractor/Proposer's financial stability, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

4. Litigation History

Contractor/Proposer shall provide a summary of any litigation or arbitration that the Contractor/Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Contractor/Proposer it determines to be excessively litigious.

5. Insurance Requirement

Contractor/Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Contractor/Proposer is able to obtain the required insurance and that Contractor/Proposer shall add the Village as an additional insured.

6. Contractor/Proposer/Proposer's Non-Collusion Certification

Any Contractor/Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Contractor/Proposer (Form entitled Non-Collusion Affidavit) included in these RFP documents.

7. Drug-Free Workplace

Contractor/Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the RFP response.

8. Addenda

The Contractor/Proposer shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Contractor/Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

9. Independence Affidavit

Contractor/Proposer/Proposers shall list and describe their relationships with the Village in accordance with the RFP (Form entitled Independent Affidavit).

10. Cost Detail Sheet

Contractor/Proposer will fill in the cost detail sheet and submit with proposal.

END OF SECTION

SECTION 6.o: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two 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 Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee 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.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

SUB-CONTRACTOR LIST

Proposer shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Contractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at **least three (3)** references, which shall include all the information requested below:



VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Lawn Maintenance and Services
Request for Proposals No. 1516-07-003

Name of Consultant: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. provide written references with their Bid submission and by providing you with this document the vendor is requesting reference information. We would appreciate you providing the information requested below as well as any other information.

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

Would you enter into a contract with the Contractor/ Proposer in the future? ___ Yes ___ No

Were the services provided acceptable and of quality standards: ___ Yes ___ No

Was the Contractor/Proposer responsive to your requests and resourceful with the task? ___ Yes ___ No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services? ___ Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor/Proposer warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor/Proposer warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Contractor/Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor/Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor/Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Proposer warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Proposer acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Proposer, if the Proposer is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor/Proposer: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Contractor/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 or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Proposer or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they _____ executed _____ it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

**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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

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 - S.S. # _____)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. 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 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 the legal power to enter into a binding contract and which Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, 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: _____ - _____ - _____.)*

I, being duly first sworn state: That the above named Proposer, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Contractor, or third party Contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

CONTINUED ON NEXT PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(PROPOSER / CONTRACTOR DISCLOSURE)

Contractor or Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Contractor or Proposer, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Proposer recognizes that with respect to this transaction or bid, if any Contractor or Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Contractor or Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Contractor or Proposer completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____ being of 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 Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

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

CONTINUED ON NEXT PAGE

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Contractor, 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 are (Post Office addresses are not acceptable), as follows:

CONTINUED ON NEXT PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- o Personally known to me, or
- o Produced identification:

(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Contractor/Proposer),
hereby acknowledge and agree that we, as the Prime Proposer for Village of Palmetto Bay,
Village of Palmetto Bay _____, RFP# **1516-07-003**, as
specified, have the sole responsibility for compliance with all the requirements of the
Federal Occupational Safety and Health Act of 1970, and all State and local safety and
health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay,
against any and all liability, claims, damages losses and expenses they may incur due to the
failure _____ of _____ :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON NEXT PAGE

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor/Proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Lawn Maintenance and Services
RFP No. 1516-07-003 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please sign and initial all (2) copies of the Contract and return to our office within ten (10) consecutive days for final execution by the Owner an original executed contract will be mailed to you.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Contractor/Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Lawn Maintenance and Services
RFP No. 1516-07-003 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 2016. Completion date shall be _____, 2016.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.o: Proposed Contract for Services

CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND

This contract is made and entered into this ____ day of _____, 2016, between the Village of Palmetto Bay, a Florida municipal corporation, located at 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 (“Village”) and _____ a Florida Corporation, located at _____ (“Contractor”).

WITNESSETH:

WHEREAS, Village desires to engage and retain the services of the contractor to perform the work desired in this contract and the Contractor desires to accept the engagement.

NOW THEREFORE, in consideration of the sum and mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

Section 1.0 Definition. The words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly and clearly set forth:

“Agreement” shall mean this document.

“Contractor” shall mean _____(Name of Awarded Company)

“Director” shall mean the Director of the Department of Planning and Zoning of the Village of Palmetto Bay.

“Services” shall mean the Scope of Services described in this Agreement.

“Subcontractor” shall mean any entity retained by the Contractor to participate in the performance of the work assigned by the Village to the Contractor.

Section 2.0 Statement of Work.

2.1 The intent of this contract is to provide basic lawn maintenance services, secure exposed and/or unsafe pools, and remove yard debris from abandoned properties located within the jurisdictional boundaries of the Village of Palmetto Bay. Most of these properties are in foreclosure and are not maintained by the mortgage companies or other creditors that hold title to the properties. The abandoned nature of these properties has resulted in a nuisance to the community, and in some cases, a breeding ground for mosquitoes and rodents due to the overgrown lawn, unmaintained pools, and standing waters.

2.2 All services identified in this Contract, including additional and miscellaneous services, shall be provided only when required and explicitly requested by the Village Manager or his/her designee through the issuance of a work order. The Contractor shall not commence or undertake any work or service until a work order has been approved by the Village Manager or designee. Additionally, all work performed pursuant to an approved work order, shall be approved by the Planning and Zoning Director or designee prior to the remittance of an invoice. Approval from the above mentioned Village employee(s) shall be a requisite for payment.

2.3 The work shall include, but may not be limited to the furnishing of all labor and materials. The Contractor shall specifically comply with the scope of services as described in RFP No. 1516-07-003, dated April 20, 2016, which provisions are incorporated by reference into this agreement as Exhibit 1. The basic scope of services is more particularly defined in Section 4 (Scope of Services) of Exhibit 1.

2.4 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of services. The Contractor will employ and maintain a qualified supervisor or superintendent at the work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at each site at all times as required to perform adequate supervision and coordination of the Work.

2.5 The Contractor will furnish all materials, equipment, labor, machinery, and tools necessary to complete the work.

2.6 The Contractor will not employ any Subcontractor, against whom the Village may have reasonable objection, nor will the Contractor be required to employ any Subcontractor who has been accepted by the Village, unless the Village determines that there is good cause for doing so.

a. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by him and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between Village and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Village to pay or to see to payment of any persons due subcontractor or other person or organization, except as may otherwise be required by law. Village may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specified Work done in accordance with the schedule values.

b. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Village.

c. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the Contractor the same power as regards to terminating any subcontract that the Village may exercise over the Contractor under any provisions of the Contract Documents.

e. The Village will not undertake to settle any differences between the Contractor and their Subcontractors or between Subcontractors.

f. If any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the Contractor if and when directed by the Village in writing.

2.7 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees and other persons who may be affected thereby.
- b. All the Work and all materials or equipment to be incorporated therein.
- c. Other property at the site or adjacent thereto, including trees, shrubs, pavements, structures and utilities not designated for removal, relocation or replacement in the course of services.

The Contractor will designate the Superintendent as the responsible member of their organization at the site whose duty shall be the prevention of accidents. The Contractor has the option to designate another person other than the Superintendent to oversee the onsite project safety requirements. The name of the designated project safety employee shall be submitted in writing by the Contractor to the Village.

2.8 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby..

2.9 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, that will not impact the road way and/or would provide services in a manner that would facilitate access to roadway should the roadway be impacted by the scope of Work. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in particular, the Palmetto Bay Policing Unit, before the street is closed and again as soon as it is opened.

The Contractor shall comply with Ordinance No. 08-07, the newly revised “Shannon Melendi Act of Miami-Dade County” for the purpose of conducting background investigations for all employees, agents or assigns, associated with the provision of services. Required background investigations shall be completed in accordance with the ordinance and provided to the Village upon 10 days prior written notice.

2.10 Any existing surface or subsurface improvements, such as pavements curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not otherwise identified as part of the Work shall be protected from damage during maintenance activities. Any such improvements damaged during the execution of the work shall be restored at the expense of the Contractor to a condition equal to that existing at the time the work was performed.

2.11 The Contractor shall within forty-eight (48) hours of their discovery, and before such conditions are disturbed, notify the Village in writing, of:

a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The Village shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice as required above; provided, however, the time prescribed therefore may be extended by the Village. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

Section 3.0 Scope of Work: This section describes the specifics regarding the actual work to be performed by the Contractor.

3.1 Contractor shall take before and after pictures of the job site. These pictures shall be submitted as an attachment to each invoice.

3.2 Grass to be mowed at an average height of 1 1/2" to 2 1/2" to be specified by Village staff. Staff reserves the right to notify the Contractor when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas due to the use of dull blades or other factors could be considered as grounds for the immediate cancellation of any contract agreement.

3.3 Edging to be completed at each service will include around all curbs, sidewalks, and streets.

3.4 Clippings to be blown off driveways and walkways. The clippings shall not be blown into the street, adjacent properties, or storm drains.

3.5 Trimming around all obstacles, as needed.

3.6 Litter to be removed from all areas prior to each mowing. If there is excess litter on the property, the successful bidder shall contact the Village for an inspection of the property.

3.7 Report graffiti to the Village on first observation.

3.8 In the Contractor is prevented from completing maintenance as provided in the schedule because of reasons other than inclement weather, he/she shall complete these services so deferred prior to the next regular scheduled date.

3.9 Contractor shall accomplish the assignment in accordance with a schedule approved by the Village Manager or his designee. Where inclement weather, in the opinion of the Village Manager or his designee, prevents adherence to the regular schedule for two or less days in a given week, the areas so effected by the inclement weather shall be mowed or trimmed within the following one week period from the date of the scheduled mowing or trimming without the interruption of the regular schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.

3.10 Contractor shall immediately correct and/or report to the Village any and all problems or conditions which may tend to create unsafe or hazardous conditions within the property boundaries.

Specifications for covering unsafe pools must include the following:

3.11 Contractor shall clean the area surrounding the pool prior to the installation of the pool cover.

3.12 Contractor shall immediately report to the Village any potential health or safety issues associated with the current condition of the pool.

3.13 Contractor shall consult the Village prior to installing the pool cover to ensure that the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be designed to provide an adequate safety barrier that would discourage the use of such structure by humans and/or animals. The standard size of a pool cover is 15' by 30'. If the pool requires a cover that exceeds the standard size, the successful bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with an oversized cover.

Section 4.0 Commencement Date and Term

4.1 Work shall commence upon the issuance of a purchase order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work. Acceptance of work by the Village shall be evidenced by a notice of completion or by a notice of acceptance.

4.2 An agreement is contemplated for two (2) years. Providing the successful Contractor will agree to maintain the same terms and conditions of the current contract, this contract could be extended for two (2) additional one (1) year terms not to exceed a total contract term of four (4) years, if mutually agreed upon by the Contractor and the Village Manager as the Village's Contracting Officer..

Section 5.0 Contract Sum

5.1 The Village shall pay the Contractor for the faithful performance of the contract, consistent with the prices provided in the fee schedule by the Contractor for the services to be performed to meet the requirements of the project's scope of work identified in Section 3.0 of this Agreement and RFP No. 1516-07-003. The fee schedule provided by the Contractor and approved by the Village as the lowest successful proposer is provided in Exhibit 2.

Section 6.0 Transfer and Assignment

6.1 None of the work or services under this contract shall be subcontracted unless Contractor obtains prior written consent from the Village. Approved Subcontractors shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractors' acts, errors or omissions. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village. Upon such re-assignment, the owner shall remain liable for all sums due to Contractor for the period prior to the effective date of such transfer, unless the transferee assume such obligation.

Section 7.0 Modifications – Change Orders

7.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The Village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Material modifications to this Contract, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract.

7.2 All other modifications, including the need to increase the scope of work under a specific work order, the time required for performance of any part of the work under this contract the Village shall issue a written change order.

Section 8.0 Termination for Default

8.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

8.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

8.3 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 30-days prior written notice to the Village in the event that Contractor is unable to complete the services identified in Section 3 due to causes beyond Contractor's control.

8.4 The Village shall have no liability to the Contractor for future profits or losses in the event of termination for default.

8.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Section 9.0 Termination for Delay

9.1 If the project is suspended or the Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 30 days written notice.

9.2 The liability of the Village upon termination by the Contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by Contractor to the time of termination by Contractor. The Village shall not be liable for future profits or losses.

Section 10.0 Termination for Convenience

10.1 The Village or Contractor may terminate this contract for convenience at any time by giving 30 days' notice in writing. The Contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

10.2 In the event that the Village improperly terminates the contract for default under Section 8, the termination shall be deemed a termination for convenience under this paragraph.

Section 11.0 Termination for Lack of Funds

11.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the payment of work under this contract are at any time not forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the Village government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 30 days written notice of the lack of available funding.

11.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, Contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to Contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

Section 12.0 No Damages for Delay Clause

12.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the Village by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the Village. The Contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

Section 13.0 Liquidated Damages

13.1 It is mutually agreed that time is of the essence in the performance of this contract. Should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Village will retain the amount of, \$100.00 per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension of time. The sum shall represent the actual damages which the Village will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that the sum is not a penalty, but is the stipulated amount of damage sustained by the Village in the event of a default by the Contractor.

Section 14.0 Right to Withhold

14.1 If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Contractor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

Section 15.0 Interest Payment Due to Late Payment

15.1 The Village shall make payment to Contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

Section 16.0 Liens.

16.1 The Contractor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

Section 17.0 Independent Contractor

17.1 The Contractor is furnishing its services as an independent Contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

17.2 Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 18.0 Insurance and Indemnification

18.1 The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

18.2 The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor/Proposer, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

18.3 The Contractor shall not commence work under this contract until it has obtained all insurance required by the Village. The Contractor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Contractor, or the Contractor's Subcontractors, suppliers and laborers incident to the performance of the Contractor's services under this contract. The Contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

18.4 The Contractor shall maintain during the term of this contract the following insurance:

a. Worker's Compensation Insurance Coverage in accordance with Florida State Statutes. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

b. Comprehensive general liability insurance with broad form endorsement, including completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of \$3,000,000.00 combined single limit per

occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form not more restrictive than the latest edition of the Commercial General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Florida No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

d. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment to the Village.

e. The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of Contractor in performance of this or any project agreement. Successful bidder’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 in the same manner as if separate policies has been issued to each.

f. Prior to the execution of this agreement, the Contractor shall provide the Village Manager with evidence of insurability from the Contractor’s insurance carrier or a certificate of insurance. Contractor shall add the Village as an additional insured on each of the policies required herein, with the exception of the Contractor’s Worker’s Compensation policy. Prior to execution of any project agreement, the Contractor shall provide to the Village Manager, certificates of insurance with required insurance coverage’s. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the Contractor to provide 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 or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 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 Manager.

g. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under any awarded agreement.

h. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Village manager may require the Contractor, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the Contractor’s deductible for professional liability insurance.

Section 17.0 Equal Employment Opportunity

17.1 During the performance of this contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin.

c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

d. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the contracting officer that explain this clause.

e. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

f. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, the notice to be provided by the contracting officer advising the labor union or workers' representatives of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

g. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

h. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

i. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Governmental contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

j. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor. The Contractor shall take the action with respect to any subcontract or purchase orders as the Department of Labor may direct as a means of enforcing the provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of the direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 18.0 Mediation

18.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

Section 19.0 Sovereign Immunity, Attorney's Fees, Waivers of Jury Trial

19.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court, appellate court and post judgment proceedings. Neither party shall be responsible for prejudgment interest. **In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.**

19.2 The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the scope of services. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes of \$100,000 on any claim or judgment, or portions thereof. The provisions of this Section will survive the termination or expiration of this Agreement.

Section 20.0 Notices

20.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. For the purposes of this contract, notice shall be provided to the as follows:

To the Village:	Village of Palmetto Bay Village Manager 9750 E Hibiscus Street Palmetto Bay, FL 33157 Telephone: 305-259-1234
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To Contractor:

Section 21.0 Examination and Retention of Contractor's Records

a. The Village, or any of their duly authorized representatives, shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b. The right to access and examination of records shall continue until disposition of any mediation, claims, litigation or appeals.

c. If litigation has been initiated during the period identified under subsection "a.", the Contractor shall continue to maintain relevant records despite any expiration of the three (3) year period until the end of the litigation.

Section 22.0 Ownership of Documents

22.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Chapter 119, Florida Statutes. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

Section 23.0 Severability

23.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

Section 24.0 Entire Contract

24.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

Section 25.0 Contingency Fee and Code of Ethics Warranty

a. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor.

b. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

c. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

d. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying Agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

Section 26.0 Warranty of Authority

26.1 The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Section 27.0 Reserved.

Section 28.0 Consent to Jurisdiction

28.1 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 or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County. This contract shall be construed in accordance with and governed by the laws of the State of Florida.

Section 29.0 Headings

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

Section 30.0 Exhibits

30.1 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 incorporated by reference.

Section 31.0 Counterparts

31.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument

Section 32.0 Miscellaneous Provision

32.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

32.2 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

32.3 Force Majeure. The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Contractor

By: _____
Edward Silva
Village Manager

By: _____

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Alexander

Approved as to form:

By: _____
Dexter Lehtinen, Village Attorney
The Village of Palmetto Bay

Exhibit 1

FEE SCHEDULE

Basic Lawn Maintenance & Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	\$
Residential – Debris Collection and Disposal	Cubic Yard	\$
Pool Covering	Standard size 15' X 30'	\$
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	\$
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	\$
Empty Lot – Trash Collection and Disposal	Cubic Yard	\$

Exhibit 2

EXHIBIT #1 Village of Palmetto Bay Map

(Map will be emailed separately)