



Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Village-Wide Landscaping and Maintenance

ITB NO.:

2021-11-006

DUE DATE:

THURSDAY, MARCH 18th, 2021 **on or before 3:00 p.m. EST**
Municipal Building

ISSUED: WEDNESDAY, FEBRUARY 10th, 2021

CONTACT PERSONS:

Director of Public Services
Dionisio Torres
Village of Palmetto Bay
Dtorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4-5
SECTION 3.0 TERMS AND CONDITIONS	6-15
SECTION 4.0 SCOPES OF SERVICES	16-22
SECTION 5.0 BID SUBMISSION REQUIREMENTS	23
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	24
SECTION 7.0 SCHEDULES OF EVENTS	25-26
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	27-46
SECTION 9.0 OTHER FORMS	47-48
SECTION 10.0 EXHIBITS	
AGREEMENT	49-62
EXHIBIT “1” BID FORM - Common Areas	63-64
EXHIBIT “1” SITE LOCATIONS – Common Areas	.pdf
EXHIBIT “2” BID FORM – Lot Maintenance & Abandoned Properties	65
EXHIBIT “3” BID FORM – Parks and Recreation Dept.	66 + .pdf
EXHIBIT “4” BID FORM – Other Landscape Services	67

SECTION 1.0: Advertisement

INVITATION TO BID (ITB) No. 2021-11-006

Village-Wide Landscape and Maintenance

The Village of Palmetto Bay, Florida is soliciting bids for landscape maintenance throughout the Village owned properties and parks. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 18th day of March, 2021 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after Wednesday, February 10th, 2021. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

A Virtual Mandatory Pre-Bid Meeting will be held on Thursday, February 25th, 2021, directions to obtain the invitation to attend is addressed on the solicitation document.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

SECTION 2.0: Introduction

The Village of Palmetto Bay is seeking a licensed landscaping Contractor to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Contractor to develop an MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance. Although the Village is under contract for landscaping services for the parks until April 1, 2022, it is the intention once the contract expires to add these services to this contract.

The successful contractor shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village of Palmetto Bay. 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. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Bidder, and provided directly to the Village by the third-party vendor. The Bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Bidder. The background checks shall be as to all principals and any employees of Bidder to staff the site as proposed under the ITB. Any principle of the Bidder determined to have 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 preclude from providing services. The employees of Bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the Bidder's proposal and may result in a precluding the Bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. Contractor shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00am as per the Village of Palmetto Bay's noise ordinance.

The successful contractor will sign a contract with the Village for three (3) years with an additional extension per year not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

The Contractor shall use E-Verify system.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Contractor submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the ITB specifications. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the ITB 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 bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith 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. Replies will be issued by

Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, March 12th, 2021 no later than 3:30pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, 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 ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the Contractor 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 bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

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

3.05 Revision of Bids

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

3.06 Reservations of Rights by the Village

The issuance of this ITB 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, bids, or bid procedure.
- Reject any or all submittals.
- Change the selection process and/or committees.
- Reissue an Invitation to Bid; 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 ITB, or the requirements for contents or format of the submittals.

- Bids received after the deadline will not be considered.

3.07 No Waiver

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

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 bid 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, bidder, lobbyist, or Contractor and the Procurement Specialist named herein regarding this bid is exempt from the 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 Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this ITB.

Contractors 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 Contractor's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental 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. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of 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 Contractor is awarded.

3.13 Insurance

Upon Village's notification of award, the Contractor 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 - \$1,000,000 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. The Village will process the payment and disburse no later than 35 days after receipt of invoice.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

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

3.16 Submittal of One Bid Only

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

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 Contractor. This page shall then be attached to these documents and submitted at the same time as the bid. 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 Contractor to comply with the particular term and/or condition of the bid to which the Contractor took exception. Failure to comply may be cause for rejection of the bid.

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 Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Contract.

3.21 Liquidated Damages

Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation

All Companies 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 Contractor, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-Contractors

If any Contractor submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed tasks comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

3.24 Indemnification

The Contractor 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 bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Contractor 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 expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

3.25 Quality

All materials used for the maintenance of the grounds shall be of the best quality, and highest-grade workmanship.

3.26 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_or_dinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 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.

3.28 Work Delays

Should the Contractor 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 Contractor. 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.

3.29 Authority of the Village's Project Manager

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of

contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

3.30 E-Verify

Contractor acknowledges that the Village may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its sub-Contractor's, if any, pursuant to any agreement between the Village and a State Agency and reporting to the Village any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement. **(End of Section)**

SECTION 4.0: Scope of Services

BID SPECIFICATIONS

4.01 SCOPE OF WORK – TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.
 - The cutting height shall be a minimum of 2 ½ "to a maximum of 3" above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.
 - Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation times, curbs, or other facilities and/or amenities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
 - Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Contractor shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.
- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within 48 hours of the occurrence at the Contractor's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of once per month.
- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Contractor, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Contractor.
- Contractor shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.
- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both Contractor and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Contractor during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Contractor.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that it needs to increase or decrease the services in certain locations.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing building, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Contractor unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials within the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Contractor.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal's approval, delivery of materials may commence.

<u>Material</u>	<u>Submittal</u>
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Fertilizer	Product Data
Innoculant	Product Data
Herbicide	Product Data

Fertilizer

Contractor shall provide fertilizer application schedule to the Village, as applicable to soil type. Suggested fertilizer types shall be organic or otherwise naturally derived.

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of 3". Clear mulch from each plant's crown (base). Preferable mulch type material would be "Florimulch" or shredded, sterile Eucalyptus mulch. This material will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All soft wood or sucker growth and all broken or badly damaged branches shall be removed with a clean cut. All pruning to be performed by a licensed arborist, in accordance with ANSI A-300.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Control Devices as minimum criteria.
2. The Contractor shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613, 102-616, and 102-660 are to be adhered to for this project. Contractor to submit shop drawings in accordance with FDOT specifications for FDOT approval.
3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.
4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Contractor shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday-Friday 7-9am and 4-6pm or on weekends and holidays.
6. Regulatory speed established within the work zone travel ways shall be 35MPH, established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. Locations of Service (Common Areas):

- This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

Franjo Road SW 97th Avenue and US1/SR5

Old Cutler Road and 136th Street

Old Cutler Road and 184th Street

SW 174th Street – Chicanes

SW 184th Street Between 94th Avenue and 84th Court

SW 82nd Avenue 160th Street Traffic Circle

SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit 1)**

2. Lot Maintenance and Abandoned Property Program:

- The Bidder shall provide basic lawn maintenance services on an “as-needed basis”, secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village’s jurisdiction.
- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.
- The height of the grass cannot be more than 2 ½ inches, Village staff reserves the right to change the mowing height based on various growing patterns.
- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.
- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.
- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.
- Bidder shall consult with the Village prior to installing the pool cover to ensure 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 installed 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' X 30'. If the pool requires a cover that exceeds the standard size, the 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 the oversized cover.
- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit 2)**

3. Landscape Maintenance to Village Owned Parks and Properties:

- This service is under contract but will expire on April 1st, 2022. The Village is looking to include this service after the expiration date and therefore would like a bid submitted for each park.
- Park and Village Property locations are as follows:

Village Hall: 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

Thalatta Estate Park: 17301 Old Cutler Road, Palmetto Bay, Florida 33157

Ludovici Park: 17641 Old Cutler Road, Palmetto Bay, Florida 33157

Coral Reef Park: 7895 SW 152nd Street, Palmetto Bay, Florida 33157

House: Dept. of Public Service, 9495 SW 180th Street, Palmetto Bay, Florida 33157

Perrine Community House: 900 SW 97th Avenue, Palmetto Bay, Florida 33157

Veterans Park: 164th Street and South Dixie Highway

- Bidder shall need to see the areas that will be serviced on their own, the mandatory pre-bid meeting will be for any questions arising after the visit of each location.
- Bid Sheets pertaining to the parks and other Village property are located at the end of this solicitation. **(See Exhibit 3)**

4. Other Landscape Services:

- Mulch, Stump-Grinding, Tree Removal and Installation, Plant Pricing for 3gal and 7gal., top dressing, aerification and emergency debris clean-up and removal.
- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit 4)**

END OF SECTION

SECTION 5

5.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the Contractor must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, One (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST March 18th, 2021.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Bid Forms
Introduction letter with contact information
Years in Business
List of Sub-Contractors
References
Section 8 (Required Proposal Forms)
Addendum Acknowledgement
Shannon Melendi Act Acknowledgement Sheet

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.00 Evaluation Criteria

EVALUATION OF BIDS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities, and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact Contractors/Vendors for additional essential information to complete their score.

END OF SECTION

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Contractor is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, February 10 th , 2021	Posted on Daily Review and Villages' Website	
*Mandatory Pre-Bid Meeting	Thursday, February 25 th 2021	Virtual Meeting	10:00am EST
Last day to Submit Questions	Friday, March 12 th , 2021	Via Email to Lpittser@palmettobay-fl.gov	3:30 pm EST
**Proposal Submission Date	Thursday, March 18 th , 2021	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

*** If you are interested in attending the Mandatory Pre-Bid Meeting, please RSVP to Lpittser@palmettobay-fl.gov no later that 5 days prior to the meeting, the Village IT Department will be sending you an invitation to log in.**

**** Due to Covid-19 the Village is closed to the public, please submit your bids by mail with sufficient time to be counted the day of the bid opening. Late bids will not be accepted.**

7.01 Contract Award

A. Bid Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. Competency and Responsibility of Contractor

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Contractor. Contractor will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Bidder to whom award is made (Contractor) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Contractor shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Contractor must have a valid business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Contractor to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Contractor's bond or security is required; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Term of Contract.

The awarded Contract shall be for three (3) years with a one (1) year option to renew at the Village's discretion not to exceed five (5) consecutive years.

END OF SECTION

SECTION 8.0: REQUIRED 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 companies 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 Contractor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____ Title: _____

Contractor: _____

Date: _____

SUB-CONTRACTOR LIST

Contractor shall list all Proposed Sub-contractors 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 **three (3)** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: **Village-Wide Landscaping and Maintenance**

ITB# 2021-11-006



Name of Bidder: _____

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?
 Yes No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

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

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 response.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

C. Contractor warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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 for the amount of which is contingent upon the Village awarding this contract. Contractor 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, Contractor 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 Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor Name: _____

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 Contractor that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Contractor 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 Contractor or person to submit a collusive or sham response in connection with the work for which the attached bid 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 Contractor or person to fix this Bid 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: _____

Contractor Name: _____

Date: _____

CONTINUED – 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.

**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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids 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: _____

Contractor Name: _____

Date: _____

CONTINUED - 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 Contractor, 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 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes;
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

CONTINUED – FOLLOWING PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor Name: _____

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
(CONTRACTOR / BIDDER DISCLOSURE)

Bidder or Contractor 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 Bidder or Contractor, 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 Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Contractor recognizes that with respect to this transaction or bid, if any Bidder or Contractor 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 Bidder or Contractor 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, Bidder or Contractor completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Contractor," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____ being first duly sworn

state:

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

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

CONTINUED – FOLLOWING 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-contractors, 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:

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor Name: _____

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), hereby acknowledge and agree that we, as the Prime Contractor for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# **2021-11-006**, 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: _____

Contractor Name: _____

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, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Contractor or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor Name: _____

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 – FOLLOWING 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 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: _____

Contractor Name: _____

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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
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.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____

Contractor

Address

ATT: _____

Name and Title

PROJECT DESCRIPTION: **VILLAGE-WIDE LANDSCAPE AND MAINTENANCE**

ITB No. 2021-11-006 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).

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **VILLAGE-WIDE LANDSCAPING AND MAINTENANCE**
ITB No. 2021-11-006 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 _____, 20____. Completion date shall be _____, 20____.

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,

By: _____
Litsy C. Pittser, Procurement Specialist

SECTION 10.0: Exhibits

Contract for Village-Wide Landscape and Maintenance

Between the Village of Palmetto Bay, Florida and _____

THIS Contract is made and entered into as of the _____ day of _____, 20_, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____ (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on _____ for _____ (the "Project"); and

WHEREAS, the Company submitted a Bid dated _____ in response to the Village's request; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the ITB to the Company and agreed to enter into a Contract with the Company to perform the work described in the ITB and Company's Bid submitted in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Supervision/Reports
7. Notices
8. Termination
9. Force Majeure

10. Indemnification
11. Insurance/Bonds
12. Modifications/Amendments
13. Governing Law
14. Waiver
15. Assignment
16. Prohibition Against Contingency Fees
17. Conflict of Interest
18. Entire Agreement
19. Captions and Paragraph Headings
20. Joint Participation
21. Counterparts
22. Preservation of Village Property
23. Public and Employee Safety
24. Immigration Act of 1986
25. Company Non-Discrimination
26. Federal and State Tax
27. Shannon Melendi Act
28. Public Records
29. Severability

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

- (i) Specifications and Bid Documents prepared by the Village for Village-Wide Landscape and Maintenance
- (ii) Bid for the Village of Palmetto Bay prepared by Company to include the Bid Sheets dated_____.

The above Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit (i)
- C. Exhibit (ii)

Article 2. Scope of Work

1. The Work is generally described as follows:

The Company based on the bid forms submitted and agreed upon between the Village and the Company shall preform on a routine basis landscape maintenance to designated areas as described on the bid sheets in a manner to keep the public areas trimmed, groomed and healthy. Company shall furnish all equipment, personnel and any other materials, tools etc.... to accomplish the task.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with the ITB Bid Form Sheets and all Exhibits.

The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village.

3.The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Work (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Work will be performed in the manner described in the Document.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any

misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the bid.

In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami - Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Site Manager for the Company is_____.

Article 4. Term/Construction Schedule

- (A) The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect for a total of three (3) years with an option to renew annually at the Village's discretion not to exceed five (5) consecutive years.

Article 5. Contract Price

- (A) The Contract price shall include all Work necessary for the proper execution and completion of the Projects based on the bid sheets and tasks performed.
- (B) Company shall submit an invoice monthly or quarterly to: Public Service Department 9495 SW 180th Street, Palmetto Bay Florida 33157.

Article 6. Supervision/Reports

- (A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dionisio Torres, the Director of Public Works and to Fanny Carmona, Director of Parks and Recreation. The Village shall make inspections of the progress of the Work.
- (B) The Site Manager for the Company is _____(name and contact information). The Site Manager shall supervise and direct the Work using his best skill and attention. The Site Manager shall be solely responsible for and have control over the landscaping means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7 Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Company:

Article 8 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is abandoned, not abiding by the schedule of services needed for each location/property. They also recognize the expense and difficulties involved in a legal or arbitration

proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of Three Hundred and 00/100 Dollars (\$300.00) for each day after the time specified in the Documents for Substantial Completion. Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

Article 9 Force Majeure:

The performance of any act by the Village or Company 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 act of God, the elements, war, rebellion, strikes, lockouts/lockdowns 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 personnel and in such event the Village shall withhold payment due to Company 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 Contract.

Article 10 Indemnification

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company 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, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.

- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, 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 a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 11 Insurance/Bonds

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and 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 of liability--\$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 company 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 mail thirty (30) day written advance notice to the Village. In addition, the Company 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 Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company 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 Company fails to submit the required insurance documents in the manner prescribed within five

(5) calendar days after Village notification to comply, the Company 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.

(B) Performance and Payment Bonds (is there anything in the RFP about this?)

Article 12 Modification/Amendment

This writing and exhibits contain the entire agreement of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality

as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 13 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 14 Waiver

The failure of either Party 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 Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 15 Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 16 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 17 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 18 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 19 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 20 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. The Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 21 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 22 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 23 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs, and other devices and take such other

protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 24 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 25 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 26 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 27 Shannon Melendi Act

The Company shall comply with the "Shannon Melendi Act of Miami-Dade County" which is incorporated by reference for the purpose of conducting background checks for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants associated with the operation of programs and/or activities at the Village's assigned park locations. Required background investigations shall be completed in accordance with the Program Policy.

Article 28 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same

responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found [https:// www.flstate.gov/Laws/Statutes/2020/0119.0701](https://www.flstate.gov/Laws/Statutes/2020/0119.0701).

Article 29 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Continued on Next Page

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

Nick Marano, Village Manager

(Name and Title)

Attest:

Missy Arocha
Village Clerk

APPROVED AS TO
FORM

Village Attorney
John C. Dellagloria

EXHIBIT 1

(Common Areas)

Bid Sheet Form and Site Locations (.pdf)

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

- 1. 24 CUTS PER YEAR OR TWICE A MONTH FOR 12 MONTHS PER LOCATION.**
- 2. ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
- 3. MOT PLAN IN PLACE.**

Locations:

Per Month

Franjo Road SW 97th Avenue and US1 \$ _____

Old Cutler Road & 136th Street \$ _____

Old Cutler Road & SW 184th Street \$ _____

SW 174th Street Chicanes \$ _____

SW 184th Street Between 94th Avenue & 84th Court \$ _____

SW 82nd Avenue & 160th Street Traffic Circle \$ _____

SW 82nd Avenue & 168th Street Traffic Circle \$ _____

SW 87th Avenue & 168th Street Traffic Circle \$ _____

Lump Sum.....\$ _____

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Name: (Please Print)

Offeror Signature Title: Date:

EXHIBIT 2

Lot Maintenance and Abandoned Property Program

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	\$

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Name: (Please Print)

EXHIBIT 3

VILLAGE OWNED PARKS AND PROPERTIES

(.pdf)

EXHIBIT 4

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

MULCH (includes product and installation) per cubic yard \$ _____

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter \$ _____

Tree Removal:

Oak Tree (cost per feet – height) \$ _____

Pine Tree (cost per feet – height) \$ _____

Palm Tree (cost per feet – height) \$ _____

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