



## **REQUEST FOR PROPOSAL**

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

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### **TITLE:**

Landscape/Grounds Maintenance Services

### **RFP NO.:**

**2024-12-006**

### **DUE DATE:**

**Monday, March 18<sup>th</sup>, 2024 on or before 3:00 p.m. EST  
(Municipal Building)**

**ISSUED: Friday, February 16<sup>th</sup>, 2024**

### **CONTACT PERSON:**

Procurement Specialist  
Alessia Bencomo  
Finance Department – Procurement Division  
[abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



### REQUEST FOR PROPOSAL (RFP)

#### Landscape/Grounds Maintenance Services

No. 2024-12-006

The Village of Palmetto Bay is currently soliciting proposals for landscape/grounds maintenance services for specified Village parks which services are to be provided with certain specific performance measures defined by this RFP. The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Monday, March 18<sup>th</sup>, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "**Landscape/Grounds Maintenance Services RFP# 2024-12-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A pre-submission meeting is scheduled for **Monday, March 4<sup>th</sup>, 2024, at 11:00 a.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Friday, February 16<sup>th</sup>, 2024.** All documents can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, [abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov).

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

## **SECTION 2.0: Introduction**

### **VILLAGE OF PALMETTO BAY (“Village”)**

#### **Landscape/Ground Maintenance Services (the “Project”)**

It is the Village’s intent and purpose of these specifications to secure a qualified Company to provide specified landscape/grounds maintenance services at Village parks and other Village facilities as listed under the scope of work. Specifications and schedule of maintenance are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

The successful Proposer must be an independent Company and the individual(s) assigned to work for the Village by the Company shall be subject to the approval of the Village and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Proposer, and provided directly to the Village by the third-party vendor. The Proposer shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Proposer. The background checks shall be as to all principals and any employees of Proposer to staff the site as proposed under the RFP.

All proposals will be submitted on the Proposal Forms located in Section 4 of this RFP.

## **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

### **3.01 Requirement to Meet All Provisions**

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

### **3.02 Errors and Omissions in RFP**

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

### **3.03 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, 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 or Drawings must be made within seventy-two hours (72) of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo  
Procurement Specialist  
Finance Department  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov)

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Monday, March 11<sup>th</sup>, 2024, no later than 3:00 p.m.

### **3.04 Addenda to RFP**

The Village may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company

having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.05 Proposal Withdrawal and Opening**

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

### **3.06 Revision of Proposals**

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

### **3.07 Reservations of Rights by the Village**

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

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

### **3.08 No Waiver**

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

### **3.09 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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?nodeld=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI). Any communication regarding this proposal 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 Proposer and the Procurement Specialist regarding this proposal 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.

### **3.10 Submittal and/or Presentation Costs**

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

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

### **3.11 Certification**

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Acknowledgment, Warranty, and Acceptance
3. Non-Collusive Affidavit
4. Sworn Statement on Public Entity Crimes
5. Disability Nondiscrimination Statement
6. Business Entity Affidavit
7. Conformance with OSHA Standards
8. Anti-Kickback Affidavit
9. Statement of Past Contract Disqualifications
10. E-Verify Affidavit
11. Foreign Country of Concern Attestation

### **3.12 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

### **3.13 Retention of Responses**

The Village reserves the right to retain all Responses submitted.

### **3.14 Insurance**

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - Comprehensive General Liability - \$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 Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and 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. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the



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

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

### **3.15 Accounting**

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.16 Statement of Contract Disqualifications**

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

### **3.17 Exceptions to Specifications**

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

### **3.18 Non-Appropriation of Funds**

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

### **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 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 is included in the Contract.

### **3.21 Liquidated Damages**

The Proposer and the Village 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 not substantially or finally complete within the time specified in the Contract. The Proposer also recognizes the expense and difficulties involved in a legal or arbitration proceeding. The Proposer acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the 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 Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (10) days of written demand by the Village.

### **3.22 Litigation**

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

### **3.23 Indemnification**

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense 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 the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against

the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer 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 provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. 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, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

### **3.24 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **3.25 Protests, Appeals and Disputes**

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com: https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?no\\_deld=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?no_deld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.26 Force Majeure**

The performance of any act by the Parties 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 personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

### **3.27 E-Verify System**

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated

to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **3.28 Work Delays**

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. 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.

## **SECTION 4.0: Scope of Services**

### **4.01 Scope of Work**

The Village intends to select a single Proposer, as determined by the Village, to provide landscape/grounds maintenance services at eight (8) Village operated parks, facilities and/or properties. Dates and times will be scheduled and/or on an as-needed basis, with specific duties as described therein.

The successful Proposer shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or the Village, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. 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. The Proposer shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. The Proposer shall not subcontract or assign all or any portion of the services to a third party.

The successful Proposer will sign an agreement with the Village for an initial term of three (3) years, with two (2) additional one (1) year extensions as approved by the Village Council. These extensions are at the Village's discretion.

### **4.02 Restrictions, Conditions and Specifications**

The selected Proposer shall adhere to the following rules and conditions concerning landscape/grounds maintenance services at Village parks. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

#### 1. General Requirements

- a. The Proposer shall provide their proposal and a copy of their occupational/business licenses to the Village. The Proposer's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The Proposer warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.
- b. The Proposer shall possess the necessary qualities and knowledge to carry out specific tasks. The Proposer shall instruct and require its personnel to perform

the services specified in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business. Personnel file(s) shall be presented for review upon request of the Village. Regarding non-citizen employees, the successful Proposer must comply with Florida's SB 1718 law with verification via the E-Verify database to confirm eligibility to work. If the E-Verify system is unavailable the Proposer must use the Employment Eligibility Verification form (Form I-9) to verify employment eligibility.

- c. The Proposer must not be employed if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (of a felony or misdemeanor). The Village reserves the right to request the replacement of an employee anytime during the term of the Contract; and further reserves the right to demand that the Proposer relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance, inability to communicate (both verbally and in writing), theft, and unprofessional conduct. Personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.
- d. The Proposer is required to provide training to all personnel, including on-site training as may be necessary, in order for the Village to be assured the personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Proposer's operational expenses. Records of training shall be maintained in the respective personnel file and available for review upon the Village's request.
- e. The Proposer shall provide a maintenance supervisor or lead person to have supervisory responsibility over all personnel on duties for respective assignment. The Proposer shall designate a person to directly handle any situations which may arise regarding required maintenance and/or the performance of same.
- f. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. or **thirty (30)** minutes before sundown; Monday through Friday. Exception: Village Hall maintenance shall be performed on Saturdays unless requested otherwise. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee. The Perrine

Wayside Dog Park maintenance must be scheduled/performed on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month between the hours of 7:00 a.m. and 11:00 a.m.

- g. Upon completion of scheduled landscape/grounds maintenance services, the Proposer shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Proposer shall be notified and given twenty-four (24) hours to rectify. Should the Proposer fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

## 2. Uniforms/Equipment

- a. All personnel must be well groomed and neatly uniformed while on-duty when working in a Village park. Uniforms are to include the Proposer's name to identify respective personnel accordingly.
- b. The Proposer's personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by the Village or allowable via established safety regulations.
- c. All equipment used by the Proposer is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Proposer shall include with the proposal, a complete inventory of all the Proposer's owned landscape/grounds maintenance equipment. All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

## 3. Facilities

The Village currently has jurisdiction over eight (8) parks facilities and/or properties and requests scheduled landscape/grounds maintenance services at each as per the designated schedule. **If the Village decides to add any additional parks/areas in the future, the cost will be measured per acre for mowing services.** Landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:

- a. **Coral Reef Park**: 7895 SW 152 Street, Palmetto Bay; total acreage is approximately 53. The approximate acreage to be maintained is approximately 35 (20 acres Common Area).

- Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
- Excludes any areas within the Pineland Preserve
- Excludes mowing of three (3) athletic fields

b. **Palmetto Bay Park**: 17535 SW 95 Avenue, Palmetto Bay; total acreage is approximately 25. The approximate acreage to be maintained is approximately 15.

- Excludes softball fields 1-6, but includes fence lines (both sides of fence)

c. **Perrine Wayside Dog Park**: 16425 South Dixie Highway; total acreage is approximately 2.5. The approximate acreage to be maintained is approximately 2.5.

- Exclusions: none

d. **Ludovici Park**: 17641 Old Cutler Road, Palmetto Bay; total acreage is approximately 2.64. The approximate acreage to be maintained is approximately <1.

- Excludes butterfly garden areas
- Excludes bayside property of National Parks Service
- Excludes abutting Palmetto Bay Center property

e. **Perrine Community House**: 900 Perrine Ave, Palmetto Bay; total acreage is approximately 14,600 sq ft. The approximate acreage to be maintained is approximately .3; area to be maintained >.1.

- Exclusions: none

f. **Veterans Park**: 164 Street/93 Avenue

- Until construction on Phase 1, mow, trim around trees and wall/fence lines, edge walkways; includes right-of-way fronting property

g. **The Woods**: 168 Street between 88 and 89 Avenues

- Maintain property perimeter/mow from street to shrubbery/tree line
- Maintain vertical/overhead shrubbery/tree line minimum 15 feet from street

h. **Village Hall**: 9705 East Hibiscus Street

- Exclusions: none

#### 4. Technical Specifications

##### a. Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All liter, 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. Any and 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 ½" above soil level or as specified by the Village. All equipment shall be cleaned before and after each use with water at a high pressure so 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. To protect park patrons, employees, etc., all mowers must have functioning discharge guards/deflectors.
- Mowing shall be done carefully so as not to damage 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 Proposer will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Proposer for repair or replacement.
- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grass shall be used on any Bermuda grass, if requested. All mowing shall be done with finish mowers.

b. 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 for mowed 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.

c. Edging

- The Proposer 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 forty-eight (48) hours of the occurrence at the Proposer's expense.

d. 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. The spraying of authorized herbicides is allowable on walkways only provided no overspray occurs.

e. Shrub/Hedge Trimming

- All trimming 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 sheared 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 Proposer, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris have been properly disposed of shall be supplied by the Proposer.
- The Proposer shall exercise care of complying with Department of Transportation (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 Proposer and the Village.

f. Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Proposer during each schedule visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.
- **During each performance service**, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by the Proposer.

g. Schedule

- Coral Reef Park; Palmetto Bay Park; Ludovici Park, Veterans Park, The Woods, Village Hall:
  - Mowing (excluding Bermuda fields at Coral Reef Park and Palmetto Bay Park)/Weed eating/Edging/Weed Control/Litter Control:
    - April 1<sup>st</sup> through September 30<sup>th</sup>, once every ten (10) days.
    - October 1<sup>st</sup> through March 31<sup>st</sup>, once every fourteen (14) days.
- Perrine Wayside Dog Park:
  - Mowing/Weed eating/Edging/Weed Control/Litter Control:
    - 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month; 7:00 a.m. – 11:00 a.m.

5. Optional Tasks/Bid:

The Proposer is also requested to submit proposals for optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, as follows:

- a. Stump-Grinding: Stumps shall be grind down to a level a minimum of six (6) inches below the level of existing grounds; debris removed and filled with soil. Proposal is to be based on the per inch ref diameter of stump.
- b. Mowing of Athletic Fields at Coral Reef Park (3): In the event that the Village is in need of the mowing of athletic/Bermuda turf fields, mowing must be accomplished with a reel type mower, or rotary mowers also designed for Bermuda fields, and cut at a height between ¾" to 1" above soil level (or as specified by the Village). Mowers shall be cleaned prior to and after mowing and maintained/sharpened accordingly.

**4.1**

**PROPOSAL FORM**

The following Proposal Form is presented to assist the Village in evaluating the proposal. Payment shall be made for the items listed on the Proposal Form on the basis of the Work actually performed and completed.

FACILITIES	CORAL REEF PARK	PALMETTO BAY PARK	PERRINE WAYSIDE "Dog Park"	LUDOVICI PARK	PERRINE COMMUNITY HOUSE	VETERANS PARK	THE WOODS	VILLAGE HALL
FREQUENCIES	30	30	24	30	30	30	30	30
<b><u>TASK</u></b>								
MOWING*								
WEED-EATING*								
EDGING*								
SHRUB/HEDGE TRIMMING* (12 frequency)								
WEED CONTROL*								
LEAF CONTROL*								
<b>Annual cost per frequency</b>								
<b>TOTAL ANNUAL COST PER FACILITY</b>								

\*Cost per Frequency

TOTAL ANNUAL COST FOR ALL PARK FACILITIES \_\_\_\_\_

<b>FACILITIES</b>	<b>CORAL REEF PARK</b>	<b>PALMETTO BAY PARK</b>
<b>OPTIONAL PROPOSAL ITEMS</b>		
STUMP GRINDING	_____ per inch of tree diameter	
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____ Field 5 _____ Field 6 _____
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate _____ Crew Member: _____ Supervisor: _____ Equipment: _____ Vehicles: _____ (attach itemized list as necessary)	

<b>Company Name:</b>	<b>Phone Number:</b>
<b>Mailing Address:</b>	<b>Fax Number:</b>
<b>Proposal Contact Person:</b>	<b>F.E.I.D Number:</b>
<b>Title:</b>	<b>Email Address:</b>

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Proposer.

**Authorized Signature (manual):**

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**Authorized Signature and Title (typed/printed):**

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**Date:** \_\_\_\_\_

## Section 5.0: Proposal Submission Requirements

### **PROPOSAL SUBMITTAL CHECKLIST**

To be responsive, the Proposer must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a CD or flash drive of your submittal no later than 3:00 p.m. EST March 18<sup>th</sup>, 2024.

**Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.**

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

- B. **Signed and completed forms from Section 8:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 8 (Required Proposal Submittal Forms)  
Proposal Form  
Addendum Acknowledgement

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

**SECTION 6.0: Evaluation and Selection Criteria**

**Evaluation Criteria**

**EVALUATION OF PROPOSALS**

The Village reserves the right to accept any proposal, any part, or parts thereof, or to reject any and all proposals. The Village reserves the right to waive minor informalities, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted. Conditional proposals, or those which take exception to the RFP 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 company experience, workload capability, necessary equipment/personnel availability, and financial resources to complete the Contract in a satisfactory manner within the required time.

Proposer to perform the work in conformity with the Contract documents, and the Proposer 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 Proposers for additional essential information to complete their examination.

The Evaluation Committee will evaluate and rank the proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Proposer			
<i>Criteria</i>	<i>Points Allowed</i>	<i>Points Allotted</i>	<i>Notes</i>
Relevant Experience Necessary to Complete the Scope	25		
References (minimum 3)	25		
Proposal Form Price Sheet	25		
Company's List of Equipment/Personnel Available for contract	25		
<b>TOTALS</b>	<b>100</b>		



**SECTION 7.0: Schedule of Events**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Friday, February 16 <sup>th</sup> , 2024	Posted on the Miami Herald and Villages' Website	
Pre-Submission Meeting	Monday, March 4 <sup>th</sup> , 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Monday, March 11 <sup>th</sup> , 2024	Via Email to <a href="mailto:abencomo@palmettobay-fl.gov">abencomo@palmettobay-fl.gov</a>	3:00 p.m.
Proposal Submission Date	Monday, March 18 <sup>th</sup> , 2024	Village of Palmetto Bay Municipal Center <b>ATTENTION TO THE VILLAGE CLERK</b> 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

**A. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

**B. Contract Requirement**

The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

**C. Insurance Requirements**

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

**D. Business License & Tax**

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

**E. Failure to Accept Contract**

The following will occur if the Proposer to whom the award is made 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 Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**F. Commencement**

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

## **SECTION 8.0: Required Proposal Submittal Forms**

### **DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals 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 proposal 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 proposal, 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 Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

**E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this Contract. Company 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 Village conflict of interest and code of ethics ordinances. Further, Company 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 Company, if the Company is chosen for performance \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

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

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**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:  
\_\_\_\_\_

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals or applies to proposals 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: \_\_\_\_\_

Company 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



**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:  
\_\_\_\_\_

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

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

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

The Rehabilitation Act of 1973, 29 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 Next Page

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

**BUSINESS ENTITY AFFIDAVIT**

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

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a 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)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

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

\_\_\_\_\_  
*Street Address Suite Village State Zip Code*

Continued Next Page

**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 subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# 2024-12-006, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 :

\_\_\_\_\_  
(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal 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 Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company 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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

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

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

Yes or No, If yes, explain the circumstances.

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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: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me,  
this the\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

NHCS – E-Verify 081815

**Foreign Country of Concern Attestation**

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services**

RFP No. 2024-12-006 in accordance with Contract Documents as prepared by the Village

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 proposal of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

~~Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from \_\_\_\_\_.~~

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services**

RFP No. 2024-12-006 in accordance with Contract Documents  
as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. 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: \_\_\_\_\_

Alessia Bencomo, Procurement Specialist

## SECTION 10.0: Exhibits

### **Draft Contract for:** Landscape/Grounds Maintenance Services

**Between the Village of Palmetto Bay, Florida and \_\_\_\_\_.**

THIS Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, 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 Request for Proposal ("RFP") on **February 16<sup>th</sup>, 2024** for the **Landscape/Grounds Maintenance Services**; and

WHEREAS, the Company submitted a proposal dated **March 18<sup>th</sup>, 2024**, in response to **RFP# 2024-12-006**; and

WHEREAS, the Village Council, at a meeting held on \_\_\_\_\_, awarded proposal to the Company to construct a paving and drainage improvement project on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFP (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
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29. Warranty

**Article I. Exhibits**

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

The below 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. RFP# 2024-12-006 issued by the Village.
- C. Proposal Form submitted by the Company showing breakdown of costs.



## **Article 2. Scope of Work**

1. The Work is generally described as follows:

It is the Village's intent and purpose of these specifications to secure a qualified Company to provide specified landscape/grounds maintenance services at Village parks and other Village facilities as listed under the scope of work. Specifications and schedule of maintenance are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

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 **RFP# 2024-12-006** and plans furnished. 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. The Village shall receive copies of all warranties before the start of the Work.

3. 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 guarantee 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 inquire so 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 proposal. 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 Project Manager for the Company is\_\_\_\_\_.

**Article 4. Term/Construction Schedule**

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional year thereafter not to exceed five (5) consecutive years at the sole discretion of the Village.

**Article 5. Contract Price**

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Contractor's proposal the total amount is \_\_\_\_\_ (\$\_\_\_\_\_). The Company shall give prior notice to the Village if the Project exceeds the total price. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

**Article 6. Construction 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 Fanny Carmona, the Director of Parks and Recreation. The Villages' assigned Project Manager is Fanny Carmona, the Director of Parks and Recreation.

- (B) The Project Manager shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction 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: Owner/Principal Title Company Name Address1 Address2
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**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 not substantially or finally complete within the time specified in Article 4 above. 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 in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the 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 One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

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. Indemnification**

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 subcontractors. 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, against the Village in all, and shall pay all costs, judgments, and attorney's fees at trial and appellate levels which may issue as a result of the Company's negligence. 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 provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. 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, punitive 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 Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

### **Article 10. 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 signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.
- (B)
- 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, and 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. The Village shall be named as an additional insured.

~~(C) Performance and Payment Bonds — must be received before Notice to Proceed is issued. Each One Hundred Percent (100%), and subject to Village approval.~~

#### **Article 11. Modification Amendment**

This writing and exhibits contain the entire Contract 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 12. Governing Law**

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

#### **Article 13. 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 14. Assignment**

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

**Article 15. 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 16. 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 17. 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 18. 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 19. 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 other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

**Article 20. 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 21. 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 22. 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 23. Immigration Act of 1986**

The Company warrants on behalf of itself, and all subcontractors 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 24. 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 subcontractors 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 25. 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 26. 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](mailto:marocha@palmettobay-fl.gov) or call 305-259- 1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

**Article 27. 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.

**Article 28. E-Verify**

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**Article 29. Warranty**

The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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

(Company Name)

\_\_\_\_\_  
Nick Marano, Village Manager

\_\_\_\_\_  
Owner/Principal, Title

Attest:

\_\_\_\_\_  
Village Clerk  
Missy Arocha

APPROVED AS TO FORM

\_\_\_\_\_  
Village Attorney  
John C. Dellagloria