

CITY OF DORAL



Request for Proposals

Landscape and Athletic Fields Maintenance

RFP No. 2024-08



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NOTICE: The City of Doral (“City”) hereby gives notice of its intent to seek proposals from interested and qualified parties in response to this Request for Proposals (“RFP”) to provide the services described herein. Proposals must be received no later than the deadline date and time specified below.

PROJECT OVERVIEW

The City is soliciting Proposals from qualified and experienced firms for landscaping and athletic fields maintenance services. The City desires to retain the services of a licensed landscaping company to maintain the landscaping at City facilities and bikeways as further described in this solicitation. It is the City’s intent to select a contractor to perform Landscape and Athletic Fields Maintenance services for the City under the scope of this solicitation. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

SCHEDULE

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Issuance/Advertisement Date:	Wednesday, May 29, 2024
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<u>Mandatory</u> Pre-Bid Meeting & Site Visit:	Friday, June 14, 2024, at 10:00 AM Maximum of three (3) representatives per firm. Waiver and Release must be executed
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Cut-off Date for Written Questions:	Thursday, June 20, 2024 at 2:00 PM
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Deadline for Submittals and Date of Opening:	Monday, July 1, 2024, at 2:00 PM Due Electronically via DemandStar or Vendor Registry
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Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

This RFP is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**RFP 2024-08 Landscape and Athletic Fields Maintenance**” in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation,

supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under "[Active Solicitations](#)", on [Vendor Registry](#), and on [Demand Star](#). To receive notifications of addenda or notices issued in connection with this RFP, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

Notwithstanding any language contained in the solicitation to the contrary, the City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this RFP. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM MINIMUM / MANDATORY SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

“City” means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

“Contract” means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

“Department(s)” means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

“Procurement Division” means the office responsible for handling procurement-related matters within the City.

“Respondent(s)”: means any person, individual, or entity submitting a response to this solicitation. The terms “Proposer” and “Bidder” are each interchangeable with “Respondent” and with each other and will be used as appropriate in the given context.

“Response(s)” means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms “Proposal” and “Bid” are each interchangeable with “Response” and with each other will be used as appropriate in the given context.

“Solicitation” means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms “Invitation to Bid”, “Request for Qualifications”, “Request for Proposals”, and the like are each interchangeable with “Solicitation” and will be used as appropriate in the given context.

“Successful Respondent(s)” means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City’s best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms “Successful Proposer”, “Successful Bidder”, “Consultant” or “Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

“Work” means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the City Manager’s recommendation back to the City Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City’s request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its

Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

Responses Binding: All Responses submitted in connection with this Solicitation shall constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the

requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Proposals"), received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public

disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral and Miami-Dade County Charter and Codes, and other laws/regulations, will be interpreted to include "as amended from time to time."

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

A person or vendor who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne solely by the Successful Respondent. Upon request, Contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must

submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected. The City reserves the right to disqualify Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Respondent has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending

pertaining to the Respondent's responsibility or qualifications to enter into public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, any Respondent that the City has determined is in monetary arrears, in debt, or in default to the City at the time bids are due.

1.22 Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City 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 Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or

control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate the contract, at City's sole discretion.

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondent is required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or its agents, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice to Successful Respondent when the City Manager determines it is in the best interest of the City. If the

Contract provides for supplies, products, equipment, or software, and is terminated for the convenience of the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City prior to termination. To the extent this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered and reasonably accepted by the City prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

1.29 Quantities

The City does not guarantee or warranty as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and may be used for tabulation. The City reserves the right to reasonably increase or decrease quantities as required.

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful

Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

1.33 Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for their own attorney fees through and including appellate litigation and any post-judgment proceedings.

1.34 Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney shall resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties. The City reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

1.35 Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

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

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the

Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting its Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this

Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand

name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is

permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.49 Taxes

The prices proposed pursuant to the Contract, shall be inclusive of the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

1.50 Employees

The Successful Respondent shall be responsible for the appearance of any and all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel must be able to supply proper identification at all times.

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent assigned to the Work shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to assign to the Work any employee undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.51 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any,

proposed for each principal portion of the work.

The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit.

Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.52 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City of Doral is soliciting Proposals from qualified and experienced firms for landscaping and athletic fields maintenance services. The City desires to retain the services of licensed landscaping companies to maintain the landscaping at City facilities and bikeways as further described in this solicitation. The awarded contractor(s) must perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein that are consistent with “Florida-Friendly” Landscaping Program principles. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

It is the City’s intent to select one (1) or two (2) contractors to perform various landscaping services under the scope of this solicitation. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

2.2 Mandatory Pre-Proposal Submission Conference and Site Visit

A Pre-Proposal Conference and site visit will be held at the date, time, and location specified in the introduction of this Solicitation. During this conference and site visit all work will be discussed. Attendance is Mandatory. The City shall not accept a proposal submitted by a firm that did not have at least one representative in attendance at the Mandatory Pre-Proposal Conference and site visit. Firms may not have more than three (3) representatives at the site visit.

The City will conduct a guided bus tour of the various parks and facilities that require landscaping services as set forth in this solicitation. Prior to participating in the site visit, all firms must sign a waiver holding the City harmless from any liability. The form of the agreement will be in a form acceptable to the City Attorney. Failure to comply with these requirements may result in disqualification of the proposer's submission.

The Cone of Silence will be temporarily lifted during the conference and site visit to discuss the project. Any changes to this solicitation discussed during the conference or site visit shall not be binding unless and until incorporated pursuant to an addendum to this RFP. Upon completion of the conference and site visit, the Cone of Silence shall be reinstated and any substantive questions regarding the RFP shall be submitted in writing to Procurement on or before the questions deadline set forth herein.

Proposers are required to be familiar with all information available in connection with this project, including but not limited to the information obtained pursuant to the pre-proposal conference and site visit. Proposers are also required to carefully examine the properties to be maintained and be thoroughly informed regarding all conditions that may affect the work to be performed under contract. By submission of a Proposal, the Proposer certifies that it is acquainted sufficiently with the sites and the work to be performed.

2.3 Inquiries

This RFP is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at procurement@cityofdoral.com. All inquiries must reference “**RFP 2024-08 Landscape and Athletic Fields Maintenance**” in the subject line. No phone calls will be accepted. If it becomes necessary to provide additional clarifying information

that revises any part of this solicitation, supplements or revisions will be made available via written addendum. The deadline for written questions is as specified in the introduction of this Solicitation.

2.4 Due Date

Proposals are due no later than the date and time specified in the introduction of this Solicitation. Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

2.5 Qualifications & Experience

The City wishes to engage a firm that is regularly engaged in the business of providing the services as described herein. The firm must have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, management and field employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral. Awarded Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, and ordinances.

All Proposers must meet the following minimum qualifications to be considered for award:

- The Proposing firm, or principals of the firm, shall have a record of performance and operation within Florida for multiple large facilities within the five (5) years immediately preceding the issuance of this RFP.
- The Proposer shall at minimum have worked with one (1) government entity in Florida for at least two (2) continuous years. The Proposer must have a good standing performance record with each of the government entities.
- The Proposer must also have been awarded a minimum of two (2) contracts individually worth in excess of \$100,000.00 per year.

Failure to meet the above-stated mandatory minimum qualifications will result in the Proposer's submittal being disqualified as non-responsive. The City may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable.

Proposers must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Exhibit A. Identify at least three (3) references for specific projects or contracts referenced to substantiate specified experience, as required in Exhibit A. It is the responsibility of the Proposer to ascertain that the reference/contact person will be responsive.

2.6 Proposal Submittal Instructions

Proposals must be typed or printed in black or blue ink only with 11 point or larger font size on standard Letter size pages. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Proposals are to be submitted in the following format:

1. Cover Page: Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Landscape and Athletic Fields Maintenance RFP 2024-08."
2. Table of Contents: Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested in any subsections or forms. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Letter of Transmittal: Provide a narrative summary of the Proposal in a brief and concise manner including an overview of the Proposer's firm and why the Proposer is the most qualified. The letter should not exceed one page in length.
4. Proposer Qualification Statement: Specify Proposer's experience and qualifications. The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the Proposer's capacity to perform the services required herein and must include the following:
 - a. Identify how proposer meets or exceeds the minimum qualification requirements set forth in Section 2.5 above, and further detail Proposer's qualifications to provide the services required in the applicable service area group(s) specified in Section 3.1.
 - b. Table of Organization of the Proposer reflecting the reporting structure, names, & titles.
 - c. Copy of valid certification from International Society of Arboriculture.
 - d. Copy of active herbicide and pesticide license issued by the State of Florida.
 - e. List of all professional certifications and memberships held by the Proposer.
 - f. Attach copies of all Federal, State, County, or small business certifications or similar certifications held by Proposer.
 - g. Attach copies of applicable business licenses, including Business Tax Receipt, Occupational, commercial pesticide applicator, commercial fertilizer applicator, etc.
5. Project Team Qualification Statement: Specify the experience and qualifications of the individual that will serve as Proposer's lead representatives ("Site Supervisor") and any other key personnel who will be assigned to complete the Work ("Project Team"). The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the project team's capacity to perform the services required herein and must include the following:
 - a. List the names, titles, and duties of those individuals who will work directly with the City.
 - b. Provide resumes for members of the Project Team identifying experience with projects of a similar size, scope, and complexity. Each resume should not exceed 1 page.
 - c. Total number of staff by positions within organization.
6. Proposer's Vehicle(s) and Equipment: Proposer shall provide an inventory of all equipment owned by the Proposer to perform the services, as described in Section 3.11. The Proposer must submit a complete list of equipment, by make and model to perform all facets of the

necessary work. Back-up equipment should be included along with other relevant equipment.

7. RFP Required Forms: Proposer shall complete and submit the forms included in Exhibit A, including but not limited to the Price Sheet.

2.7 Exceptions

Exceptions to the specifications shall be listed in the Proposal and shall reference the section and provide details of the exception. Any exceptions to the material provisions of this Solicitation, as determined by the City in its sole discretion, may cause the proposal to be considered non-responsive.

2.8 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this RFP.
2. Phase I: Review by an Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee may rank the firms deemed the most highly qualified to perform the required services and shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee will hold brief presentations and interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed Site Supervisor be a part of these Phase II presentations. If requested by the Committee, oral presentations and/or interview sessions will be scheduled. After such presentations and/or interview sessions, the Committee will reevaluate and re-rank the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will prepare the final score/ranking on behalf of the Committee and will forward the same to the City Manager for the City Manager's recommendation.
4. After reviewing the Committee's scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City's best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee's scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals.
5. The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City's decision will be final.

2.9 Evaluation Criteria

Proposals shall be evaluated the Committee according to the following criteria and respective weight:

Evaluation Criteria	Maximum Points
Qualifications, Experience, and Past Performance of Proposer	30 points
Understanding and Responsiveness to Scope	30 points
Proposed Compensation*	40 points
TOTAL	100 points

* Proposed Compensation shall be calculated by Procurement staff based on the following objective formula: the lowest cost fee proposal divided by the cost of the proposal being evaluated multiplied by the maximum allowable points. The points for the fee proposal will be rounded to the nearest 10th. By way of example only, if the lowest cost proposal is \$1,200 and the maximum points for the fee proposal is 60, then a fee proposal of \$2,000 will be awarded a total of 36 points $[(\$1,200 / \$2,000) * 60 = 36]$.

Extra Points: Following the completion of the allocation of points by the committee, points will be added for the following criteria:

Proposer provided proof of certification showing it is a certified veteran business enterprise or certified service-disabled veteran business enterprise, as defined in City of Doral Code Section 2-324	5 points
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2.10 References and Verification

The City may conduct an investigation of references including a record check of consumer affairs complaints. City is the sole judge in determining Proposer's qualifications. Additionally, the City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform, which determination shall be made by the City in its sole discretion. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to investigate.

2.11 Basis of Award

The City intends to award an agreement under each service area Group specified in Section 3.1 to highly qualified proposer(s) who are responsive and responsible and possess the best combination of qualifications, experience, past performance, understanding and responsiveness to scope, and proposed compensation, as to each Group, as further outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined by the City at its sole discretion. The City reserves the right to award a single proposer for each Group, a primary and secondary proposer for each group, or a combination of proposers in each Group on a facility-by-facility basis, if determined to be in the best interest of the City.

2.12 Licensing

Successful Proposer must provide a copy of its occupational/business license and State of Florida business registration prior to award. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

2.13 Contract Generally

The City will negotiate a Contract with the selected firm(s) pursuant to City Council approval. Each Awarded Proposer must execute a contract within ten (10) days after the City notifies Proposer of the award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. Where staff are not able to successfully negotiate an Agreement with the top

ranked Proposer, the City may enter into negotiations with the next ranked Proposer until an Agreement is negotiated.

Notwithstanding any language contained herein or in the Proposal of an Awarded Proposer to the contrary, the City reserves the right to negotiate any terms in any manner the City determines to be in its best interest, including without limitation, the term, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements made in connection with the project shall be subject to the terms of the Contract resulting from this RFP.

2.14 Term

The City anticipates that the Awarded Proposer will enter into a contract with the City for a term of two (2) years with three (3) options to renew for (1) year each for a total term of five (5) years, subject to the provisions contained in this RFP.

2.15 Pricing

If a Proposer is awarded a contract under this RFP solicitation, the prices negotiated between the City and the Proposer shall not be adjusted without the City's approval in its sole and absolute discretion. However, the Proposer may offer incentives and discounts on its pricing to the City at any time during the contractual term. The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The pricing proposed shall be inclusive of all required components to provide the services herein required, including without limitation all tools, equipment, materials, supplies, furnishing of transportation and services, fuel, power, water, essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

2.16 Insurance Requirements

The awarded Proposer will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated Exhibit B. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Scope of Services

This is a comprehensive landscaping and athletic field maintenance solicitation for City of Doral facilities and bikeways as further described in this solicitation. The City seeks to identify one or more qualified and experienced firms to provide landscaping and athletic field maintenance services, as further described herein. The contractor must perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein that are consistent with “Florida-Friendly” Landscaping Program principles. Many tasks are required and include, but are not limited to the following:

1. Mowing, weed eating, and edging of turf and grass areas.
2. Application of fertilizers.
3. Application of pesticides.
4. Application of herbicides.
5. Weed control in all plant beds (plant beds include tree rings, shrub beds, color beds, mulched beds with no plants, groundcover beds, perennial beds, etc.).
6. Weed control in all expansion joints and cracks of walkways, parking lots, decomposed granite surfaces, concrete common areas, curbs, fence lines, and all paved areas.
7. Weed control in all exercise areas (volleyball areas, playground, exercise stations, etc.).
8. Mulching and cleaning of plant beds.
9. All pruning, trimming, and/or shearing of shrubs and ground covers.
10. All pruning, trimming, and/or shearing of trees.
11. Semi-annual pruning, trimming, and shaping of trees as required.
12. Aerating and slicing turf areas.
13. Pest control in Bermuda turf, dog areas, trees and palms.

The facilities in this RFP are divided in two (2) groups:

- **Group 1:** All park common areas and bikeway facilities as more particularly indicated in the Price Sheet attached and incorporated within Exhibit A. Refer to Exhibit C regarding the work area to be maintained on the City’s bikeways. The City may from time-to-time add newly constructed bikeways to the scope of work. The Contractor shall honor the per square foot pricing submitted on bid sheet “Bikeways” under “Future Bikeways”. This includes all landscaped areas consisting of St. Augustine, Bahia, and Zoysia grass, hedges, shrubs, and groundcover.
- **Group 2:** All athletic turf fields under the jurisdiction of the Parks & Recreation Department. Refer to Exhibit D for details concerning the service area for this group.

Proposers may, but are not required to, submit proposals for each group. In order to qualify for a certain group, Proposers must submit pricing for all components of the subject group. The City will award each group based on the qualifications, pricing, and experience of the proposing firms to meet the specific needs of each group. The City may select one or two proposers to carry out the scope of work outlined in this RFP.

3.2 Additional Services

During the term of the contract the City may add additional park facilities, parkland, and bikeways. The

contractor is expected to provide a cost for the new services using the same per service cost used in any contract awarded as part of this solicitation.

Additionally, the City may elect to utilize the awarded Proposer's services in connection with a landscaping project resulting from an emergency event or other project where Federal restricted funding may be utilized. In such cases, the City shall issue a separate purchase order for the subject project. In the event the City utilizes Federally restricted funds, the awarded Proposer agrees to be subject to the supplemental terms and conditions set forth in Exhibit E.

3.3 Commencement Conference

Within five (5) days after delivery of the executed Agreement by City to the Contractor, but before starting the work, a commencement conference will be held to review the above schedules, and provide procedures for processing invoices, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City Project Manager or other representative and the Site Supervisor.

3.4 Work Schedule

The contractor will schedule all work so as not to interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services. Work must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m. in facilities located within residential areas. Work must be conducted at City facilities between the hours of 7:00 a.m. and 3:00 p.m. in facilities located within commercial areas.

All schedules must be sent to the City a month in advance. The Contractor understands that provided schedules may have to change due to City events or activities.

3.5 Inclement Weather

No work shall be done under these specifications except by permission of the City when the weather is reasonably determined to be unsafe or unfit for good and careful work to be performed, such as heavy rain, strong winds, or lightning storms. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all work until instructed to resume operations by the City.

3.6 Management

The Contractor shall designate the Site Supervisor who shall be responsible for all the work to be performed by the Contractor under this agreement. The Site Supervisor shall serve as the point of contact on behalf of the Contractor for communications with the City. The Site Supervisor shall be reachable seven days per week during the hours of operation of the applicable park or facility. The Site Supervisor shall not be replaced without the prior written approval of the City. The City's point of contact for this Contract is referred to herein as the "Project Manager".

3.7 Staffing

Contractor's staff must be properly trained and supervised to ensure compliance with the guidelines established herein, including but not limited to the following:

1. The Site Supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.

2. Staff must be clean, groomed, and in uniform while on Park property. Staff must not smoke or consume alcohol in the Parks.
3. Employees for the contractor must wear a uniform at all times during the execution of services for the City. The uniform must be clearly visible, in good condition, and show the company name and / or logo on the front.
4. Staff shall not wear a City unapproved uniform or display City decals on Contractor's vehicles to conduct non-City related business or personal matters while inside or outside the city limits.
5. Contractor shall provide an affidavit confirming that it has conducted a Class 2 criminal background check on all employees that will perform work at City facilities. Contractor shall submit the affidavit every calendar year.
6. The Contractor's employees shall be courteous with City staff and park patrons.
7. The Contractor's employees shall refrain from using profane, indecent, or obscene language and gestures at City facilities.
8. The Contractor's employees shall be neat and sanitary and not pose a health threat or risk to the public.

The City reserves the right to bar any of the Contractor's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the designated Site Supervisor.

3.8 Acceptance of Completed Work

The City's Project Manager must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable. If the work does not meet the City's requirements, the Contractor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

3.9 Invoicing and Payment

The cut-off date for submitting invoices is the close of the work day every Friday. Contractor shall submit a completed Application for Payment for the previous period. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, Contractor shall submit his application on the next workday. Contractor understands that upon submission payment takes a minimum of at least one calendar week to process.

Contractor is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that week's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next week's billing cycle.

3.10 Failure to provide Services

The City's Project Manager may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to provide services may be cause for termination of the contract. Billing for services not provided for three consecutive months will result in immediate termination of contract at the City's sole discretion.

3.11 Equipment and Supplies Required

The Proposer must supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program. A wide variety of equipment is needed to perform all required tasks.

The following is a non-exhaustive list of equipment required to perform the services specified herein. All equipment the contractor provides should be functional and safe. The Contractor will not be permitted to store equipment, supplies, or materials at any City facilities.

1. Pick up truck
2. Dump Truck
3. Bucket Truck
4. Chipper
5. Tree Grinder
6. Trailers
7. Rotary mowers (walk behinds / riders)
8. Self-propelled reel mowers with at least a 0.30-inch frequency of cut
9. Multi-purpose spreader attachment
10. Slice aerator attachment, if requested
11. Backpack sprayers
12. Edgers
13. Weed eaters
14. Trimmers
15. Blowers
16. Chain saws
17. Pruning loppers
18. Pruning shears
19. Weeding tools

3.12 Safety and Protection

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

1. All employees, park patrons, and other persons, whom may be affected thereby,
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
3. Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.13 Damage by Contractor

Any damage to the City's personal property and fixed assets such as fences, which is caused by the Contractor, must be repaired at no cost to the City. Replacement equipment or other property shall be of the same type, model, and manufacturer to keep the coverage the same. No substitutions will be accepted unless the replacement part is out of production. If so, then the out of production replacement parts must be approved before installation.

3.14 Mowing, Edging, and Trimming

3.14.1 Mowing

1. St. Augustine and Bahia grass shall be mowed using rotary mowers to the following heights:
 - i. May 1 – August 31: 3 inches to 4.5 inches
 - ii. September 1 – April 30: 4 inches to 5 inches
2. Zoysia shall be cut using rotary mowers to a height of 2.5" – 3".
3. Bermuda turf shall be cut using reel mowers to a height between 1 inch to 2 inches".
4. Mowing wet grass shall be avoided whenever possible.
5. Mowing must not be done when weather or conditions will result in damaged turf.
6. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.
7. Mowing patterns shall be changed frequently to avoid wear and promote directional growth.
8. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.
9. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
10. Should any of the above listed damages occur, the Contractor shall be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor.

3.14.2 Edging and Trimming

1. Contractor shall trim and properly edge all shrubs and flower bed as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape.
2. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging.
3. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging.
4. Particular care should be taken when edging softball fields.
5. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense.

3.14.3 Clean-Up and Waste Disposal

1. All walks and other paved areas shall be vacuumed, swept, squeegeed or blown off while the mowing, edging, or trimming is in process to minimize the impact on appearance.
2. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects.
3. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.
4. Grass clippings or debris caused by mowing will be removed from the adjacent walkways, driveways, roadways, gutters and curbs or surfaces on the same day as turf is mowed.
5. Clippings, mulch or other plant debris must be prevented from entering water features or drains. In the event that this occurs, the materials shall be removed immediately.
6. The Contractor shall be responsible for proper waste disposal. The City will not provide a means to dispose of waste produced by any of the services described herein.

7. All equipment must be cleaned before and after each use with water at a high pressure so as to not cross pollinate seeds within parks and grass species. All field maintenance schedules must be reviewed and approved by the City Manager or his/her designee. Accommodation shall be made to allow for special events.

3.15 Pruning and Trimming

3.15.1 Trees and Palms

1. Annual pruning and maintenance service is required of all trees and palms. Facilities requiring semi-annual pruning services will be outlined in the bid sheets.
2. Extra tree maintenance service may include the pruning of damaged limbs from storms following the annual pruning.
3. All pricing for tree trimmings must include removal and disposing of debris in a manner consistent with applicable laws.
4. Trees must be pruned with the proper tools and according to industry standards established by the International Society of Arboriculture (ISA) Best Management Practices.
5. The Contractor shall provide an arborist certified by the International Society of Arboriculture on site during trimming and pruning of trees and palms.
6. Safety Hazards: Any limbs of trees that pose a safety hazard must be removed immediately and properly disposed despite the month of year. No tree will be removed without the authorization of the City's contract representative.
7. Pruning of Low Branches: Low branches are branches lower than 8' over sidewalks, pathways, around picnic tables and units, and other areas where people may pass under on foot and branches lower than 12' over roadways and parking lots.
8. Extra services not described above will be included and treated as "Extra Services Not Included." This includes catastrophic tree damage due to significant weather events such as tornados, hurricanes, etc.
9. Trees and palms throughout park system vary in height from 7 to 40 feet. Contractor must have the ability to prune and trim the species of trees and palms.
10. The Contractor shall mobilize within 24 hours after a tropical storm/hurricane to begin clean-up at City Parks as directed by the City Manager, or designee. The Contractor shall supply sufficient numbers to form one (1) or multiple crews to begin clean-up in coordination with City and other companies contracted by the City.

3.15.2 Shrubs, Bushes and Groundcover

1. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.
2. Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant.
3. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.
4. Ground cover plants shall be selectively cut back to encourage lateral growth and kept inbound and out of other plantings, walkways, lighting, or other obstructions.
5. Damaged and dead shrub branches, ground cover, and perennials must be removed as needed. Special care must be taken to ensure that shrubs are pruned such that they do not pose a hindrance to pedestrian or vehicular traffic.

6. All plant beds shall be maintained 100% free of litter and large items of debris (items larger than grass clippings and mulch).

3.16 Aerating, Verticutting, and Slicing

Aeration, verticutting, and slicing to provide proper air and water exchange for maximum growth potential and health of the Bermuda turf shall be performed as follows:

1. Core aeration shall be performed at all Bermuda at least once per month (twelve times per year) and six times (6x) per year on Zoysia to provide proper air and water exchange for maximum growth potential and health of all turf. In areas with noticeable compaction and where additional aerification will be required. Aeration shall result in a hole depth of 3-4 inches with average spacing of 16 holes per square foot.
2. Verticutting shall be performed at all Bermuda and Zoysia turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of by the Contractor.
3. Slicing shall be performed on all Bermuda turf areas once per year. Slicing should be completed at a depth of ½"-1" inch.

3.17 Planter Bed Maintenance

Weeds will be thoroughly removed by mechanical means (e.g. hands or tools). A pre-approved post-emergent may be used judiciously and sparingly during the warm dry seasons. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period.

3.18 Mulching

All established plant beds (tree rings, shrub beds, perennial beds, and ground cover beds) shall be mulched at a minimum of once a year, or as directed, to maintain a depth of 2" using the applicable mulch. Notwithstanding amounts estimated in the proposal price sheet, the selected proposer shall be responsible for maintaining the specified mulch depth as noted herein.

3.19 Top Dressing

Topdressing shall be completed to all Bermuda turf areas once (1) a year; however, periodic topdressing may be applied when necessary to maintain proper field level. Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. Material shall be applied to all athletic turf field areas at a quarter inch (¼") depth for proper coverage.

3.20 Fertilizing

A schedule of fertilization dates and fertilizer analysis shall be subject to approval by City's Project Manager prior to any application. Fertilization schedule and application must comply with Miami-Dade County Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes (Chapter 18C).

The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of tree and the time of year this work will be undertaken. Contractor shall notify the Project Manager three (3) weeks in advance of fertilizing in order for the City to make any changes to operations or programming.

Fertilizers must be approved in advance by the City and shall be applied in accordance with the manufacturer's instructions and in accordance to "Florida-Friendly" Landscaping Program principles.

Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request.

Contractor shall apply the scheduled fertilizing in accordance to the City's schedule. The Contractor shall be compensated in accordance with the prices established in the Contract, after the City accepts the fertilizing Work. The City, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. Contractor may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf.

3.21 Weed Control

The Contractor shall perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc.

The Contractor shall meet the following metrics from the time of the first service:

- a. After first 3 months: 50% weed-free
- b. After 3 – 6 months: 75% weed-free
- c. After 6 months: 95% weed-free

Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

- a. Annual, Purple, and Yellow Sedge
- b. Broomsedge
- c. Castor Bean
- d. Cogon grass
- e. Crowsfoot
- f. Dogfennel
- g. Goosegrass
- h. Johnsongrass
- i. Maiden Cane
- j. Ragweed
- k. Rhodesgrass
- l. Sandspur
- m. Spanish Needle
- n. Tropical Soda Apple
- o. Vaseygrass
- p. White Clover
- q. Dollarweed

3.22 Herbicides

Contractor may use herbicides to kill all weeds and foreign grasses. Use and application shall be in strict compliance with the manufacturer's label directions and in accordance to "Florida-Friendly" Landscaping Program principles.

Herbicides may be used only with prior approval by the City's Project Manager as to type, location and method of application. Any proposed changes in herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense. The Contractor shall be responsible for submitting a copy of active herbicide application license with this RFP. Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request. The dead plant material produced by the application of herbicides must be removed and properly discarded on the next scheduled maintenance period.

3.23 Pest Identification & Control

Contractor shall identify disease(s) and pest infestation(s) and report such finding to the City in writing. The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the City. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. The Contractor shall respond within 72 hours after the City has approved a DPMP.

If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service. Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder.

Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel. Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

Spraying for fleas and ticks at Trails & Tails Park must be conducted between 7 a.m. and 9 a.m. every two (2) weeks. Alternate every month the following chemicals, Talstar Professional Insecticide at high rate (Flea and Tick Rate), Admire Pro at high rate, and Cyonara.

3.24 Irrigation Repairs

The City shall be responsible for the maintenance and repair of all irrigation systems. However, the City may from time-to-time request services. The Contractor shall submit an hourly rate and markup for materials as part of this bid. The Contractor shall submit invoices for materials for reimbursement.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

The required forms are attached to this Solicitation as Exhibit A, and are inclusive of the following:

1. Solicitation Response Form
2. Bidder/Proposer Qualification Statement
3. Price Sheet
4. Conflict of Interest Disclosure Form
5. Bidder/Proposer Affidavits
 - Ownership Disclosure
 - Public Entity Crimes
 - Compliance with Foreign Entity Laws
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - E-Verify Program Affidavit
 - No Contingency Affidavit
 - Copeland “Anti-Kickback” Act Affidavit
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Bidder Affirmation
6. Certificate of Authority

SOLICITATION RESPONSE FORM**City of Doral RFP No. 2024-08
Landscape and Athletic Fields Maintenance**

Date Submitted	
Company Legal Name	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
FEI/EIN No.	
Authorized Representative (Name and Title)	

1. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
2. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this RFP within ten days after the date of City's Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

_____ Check here If no Addenda were issued by the City.

4. Bidder/Proposer further warrants and represents that it has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all site conditions, including applicable reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

6. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: _____

Telephone: _____

Email Address: _____

Attention: _____

11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

STATEMENT

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS _____ DAY OF _____, 2024.

Company Name: _____

Company Address: _____

Authorized Representative Signature: _____

PROPOSER QUALIFICATION STATEMENT

The Proposer's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO DO SO WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITIONAL COPIES OF THIS FORM, AS NEEDED.

Proposer			
Years in Business			
Select Service Area Group(s):	<input type="checkbox"/> 1 – Common Areas & Bikeways	<input type="checkbox"/> 2 – Athletic Fields	
Project No. 1			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 2			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 3			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone no.:		Reference Email:	

PROPOSER PRICE SHEETS

[COMPLETE THE FOLLOWING AND ATTACH]

GROUP 1 FACILITY

DORAL CENTRAL PARK

3000 NW 87th Avenue

81 Acres (61 land, 20 water)

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

***Description:** Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Bermuda - Mowing	2 Fields	_____	x 44 per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 services per year	_____
Application of Fertilizer (Bermuda Grass)	Facility	_____	x 4 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Coconut Removal	Facility	_____	x 1 services per year	_____

FACILITY TOTAL PER YEAR: _____
Line A

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Pine Bark	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____

GROUP 1 FACILITY

BIKEWAYS

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
NW 58 St., 107 Ave. - 109 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 58 St., 114 Ave. - 117 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 117 Ave., 58 St. - 50 St. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 117 Ave., 50 St. - 41 St. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 117 Ave., 41 St. - 34 St. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 117 Ave., 34 St. - 25 St. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 25 St., 107 Ave. - 99 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 25 St., 107 Ave. - 117 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 50 St., 114 Ave. - 112 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 50 St., 112 Ave. - 107 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 41 St., 82 Ave. - 87 Ave. Mowing, Weed Eating, Edging	_____	x 32 per year	_____
NW 38 St., 95 Ave. - 88 Ct. (Behind So.Command) Mowing, Weed Eating, Edging	_____	x 32 per year	_____

FACILITY TOTAL PER YEAR:

_____ Line B

Future Bikeways

30,000 sq. feet of bikeway	_____	x 32 per year	_____
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***Note: The unit price per square foot submitted here will be used to calculate future pricing for bikeways not listed.
30,000 square feet does not include asphalt surface.***

ADD/DEDUCT

<u>Description:</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
(NW 50th St., 114 Ave. - 112 Ave.) Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____

GROUP 1 FACILITY MORGAN LEVY PARK

5300 NW 102nd Avenue

14 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services		x 32 per year	
<i>Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.</i>			

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	
Tree/Palm Trimming and Pruning (incl. Gre. Buttonwood Hedge)	Facility		x 1 per year	
Gre. Buttonwood Hedge Trimming	Facility		x 1 per year	
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility		x 1 per year	
Application of Fertilizer (Grass)	Facility		x 4 per year	
Aerating	Facility		x 2 per year	

FACILITY TOTAL PER YEAR: _____
Line C

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Pine Bark	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	

GROUP 1 FACILITY

VETERANS PARK

10190 NW 33rd Street

1.2 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Application of Fertilizer (Sod)	Facility	_____	x 4 per year	_____

FACILITY TOTAL PER YEAR: _____
Line D

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Pine Bark	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____

GROUP 1 FACILITY

DOWNTOWN DORAL PARK / DORAL CULTURAL ARTS CENTER

8363-8395 NW 53rd Street

4.3 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services		x 32 per year	
Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.			

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	
Tree/Palm Trimming and Pruning	Facility		x 1 per year	
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility		x 1 per year	
Application of Fertilizer (Sod)	Facility		x 2 per year	
Aerating	Facility		x 1 per year	

FACILITY TOTAL PER YEAR: _____
Line E

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Pine Bark	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	

GROUP 1 FACILITY

WHITE COURSE PARK

8429 NW 41 Street

2.96 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services		x 32 per year	

Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Melaleuca	20 lbs. Bag		X _____ bags X 2 services per year	
Tree/Palm Trimming and Pruning	Facility		x 1 per year	
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility		x 1 per year	
Application of Fertilizer (Sod)	Facility		x 2 per year	
Aerating	Facility		x 1 per year	

FACILITY TOTAL PER YEAR:

Line F

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Pine Bark	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	

GROUP 1 FACILITY

DORAL GLADES PARK

7600 NW 98 Place

25 Acres (12.5 Acres is the lake)

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services		x 32 per year	
<i>Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.</i>			

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Melaleuca	20 lbs. Bag		X _____ bags X 2 services per year	
Tree/Palm Trimming and Pruning	Facility		x 1 per year	
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility		x 1 per year	
Application of Fertilizer (Sod)	Facility		x 2 per year	
Aerating	Facility		x 1 per year	

FACILITY TOTAL PER YEAR:

Line G

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Pine Bark	20 lbs. Bag		X _____ bags X 2 services per year	
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X _____ bags X 2 services per year	

GROUP 1 FACILITY
DORAL MEADOWS PARK

11555 NW 58th Street

14 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

*Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Application of Fertilizer (St. Aug.)	Facility	_____	x 4 per year	_____

FACILITY TOTAL PER YEAR: _____
Line H

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Pine Bark	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Melaleuca	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____

GROUP 1 FACILITY
TRAILS & TAILS PARK

11645 NW 50th Street

8 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

***Description:** Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
			X _____ bags	
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X 2 services per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Application of Fertilizer (Grass)	Facility	_____	x 2 per year	_____
Pest Control (Fleas and Ticks)*	Facility	_____	x 26 per year	_____
Aeration (Dog Areas Only.)	Facility	_____	x 4 per year	_____

FACILITY TOTAL PER YEAR: _____
Line I

ADD/DEDUCT

			X _____ bags	
Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X 2 services per year	_____
			X _____ bags	
Mulching - Pine Bark	20 lbs. Bag	_____	X 2 services per year	_____
			X _____ bags	
Mulching - Melaleuca	20 lbs. Bag	_____	X 2 services per year	_____

GROUP 1 FACILITY
DORAL LEGACY PARK - COMMON AREAS

11400 NW 82 Street

18 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

***Description:** Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.
Clean-up and Litter Control.*

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
			X _____ bags	
Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X 2 services per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____
Aerating (Zoysia)	Civic Lawn	_____	x 2 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Application of Fertilizer (Grasses)	Facility	_____	x 4 per year	_____

FACILITY TOTAL PER YEAR: _____
Line J

GROUP 1 FACILITY
GOVERNMENT CENTER

8401 NW 53 Terrace

2 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services		x 32 per year	
Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance, Clean-Up and Litter Control.			

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
			X _____ bags	
Mulching - Melaleuca	20 lbs. Bag		X 2 services per year	
Tree/Palm Trimming and Pruning	Facility		x 1 per year	
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility		x 1 per year	
Application of Fertilizer (Sod)	Facility		x 2 per year	

FACILITY TOTAL PER YEAR: _____
Line K

ADD/DEDUCT

			X _____ bags	
Mulching - Sterile Eucalyptus	20 lbs. Bag		X 2 services per year	
			X _____ bags	
Mulching - Pine Bark	20 lbs. Bag		X 2 services per year	
			X _____ bags	
Mulching - Cypress (Dark Brown)	20 lbs. Bag		X 2 services per year	

GROUP 1 FACILITY

MAU PARK

3719 NW 97 Avenue

.67 Acres

<u>Description:</u>	<u>Unit Price</u>	<u>Services</u>	<u>Yearly Total</u>
General Services	_____	x 32 per year	_____

Description: Mowing, Weed Eating, Edging, Trimming and Pruning Shrubs/Hedges, Planter Bed Maintenance.
Clean-up and Litter Control.

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Mulching - Cypress (Dark Brown)	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Tree/Palm Trimming and Pruning	Facility	_____	x 1 per year	_____
Application of Fertilizer (Trees, Palms, Shrubs, Groundcover)	Facility	_____	x 1 per year	_____
Application of Fertilizer (Grass)	Facility	_____	x 4 per year	_____

FACILITY TOTAL PER YEAR: _____
Line L

ADD/DEDUCT

Mulching - Sterile Eucalyptus	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Pine Bark	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____
Mulching - Melaleuca	20 lbs. Bag	_____	X _____ bags X 2 services per year	_____

GROUP 1 TOTAL PER YEAR: _____ Line A+B+C+D+E+F+G+H+I+J+K+L

GROUP 1 MISCELLANEOUS SERVICES

The City may request the services below on an as-needed basis.

ITEM	DESCRIPTION	Unit	Unit Rate
Irrigation Troubleshooting	Irrigation Troubleshooting	Hourly Rate	_____
Irrigation Repairs	Irrigation Repairs	Hourly Rate	_____
Irrigation - Materials Mark-up	Irrigation - Materials Mark-up	Percentage	_____

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST (Delivery & Installation)
1	Paspalum notatum, Bahia	_____	x 400 sq. ft.	_____
2	Celebration Bermuda Grass	_____	x 400 sq. ft.	_____
3	Empire Zoysia Turf	_____	x 400 sq. ft.	_____
4	Stenotaphrum secundatum 'Floritam', St. Augustine 'Floritam' Sod	_____	x 400 sq. ft.	_____
5	Stenotaphrum secundatum 'Sapphire', St. Augustine Grass 'Sapphire'	_____	x 400 sq. ft.	_____

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST
1	Turf Removal (All Types) and Disposal	_____	x 400 sq. ft.	_____

TREE REMOVAL, RELOCATION, AND STUMP REMOVAL

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Removal of Trees	0' - 8'	
2	Removal of Trees	>8' - 12'	
3	Removal of Trees	>12' - 18'	
4	Removal of Trees	>18' - 24'	
5	Removal of Trees	>24' - 30'	
6	Removal of Trees	>30 - 36'	
7	Removal of Palms	Under 18'	
8	Removal of Palms	>12' - 24'	
9	Removal of Palms	>24' - 30'	

STUMP REMOVAL

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Stump	<18"	
2	Stump	>18' - 24'	
3	Stump	>24' - 30'	
4	Stump	>30' - 36'	

TREE RELOCATION

ITEM	DESCRIPTION	SIZE	UNIT COST
1	Tree Location	0' - 8'	
2	Tree Location	>8 - 12'	
3	Tree Location	>12' - 18'	

PALMS, TREES, & PALMS

ITEM	DESCRIPTION	SIZE	UNIT	UNIT COST
1	Coco plumb Chrysobalanus icaco	3 Gallon	Ea	
2	Lilyturf Liriope Muscari	3 Gallon	Ea	
3	Foxtail Fern Asparagus Densiflorus	3 Gallon	Ea	
4	Green Buttonwood Conocarpus Erectus	3 Gallon	Ea	
5	Fotail Agave Agave Attenuata	3 Gallon	Ea	
6	Fakahactchee Tripacum dactyloides	3 Gallon	Ea	
7	Perenial Penut	3 Gallon	Ea	
8	Silver Buttonwood	3 Gallon	Ea	
9	Small Leaf Clusia	3 Gallon	Ea	
10	Green Island Ficus	3 Gallon	Ea	

*Unit Cost must Include site preparation, delivery and installation

GROUP 2 FACILITY
DORAL MEADOW PARK - BASEBALL FIELD
11555 NW 58 Street

Description:

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Bermuda - Mowing	2 Fields	_____	x 44 per year	_____
Annual Weed Control Program	2 Fields	_____	X 12 apps	_____
Annual Insect and Disease Management Program	2 Fields	_____	X 1 apps	_____
Application of Fertilizer (Bermuda)	2 Fields	_____	x 6 per year	_____
Aerating	2 Fields	_____	x 4 per year	_____
Slicing	2 Fields	_____	x 1 per year	_____
Verticutting	2 Fields	_____	x 1 per year	_____
Rye Grass Seeding (Bermuda)	2 Fields	_____	x 1 per year	_____
Optional: Top Dressing	2 Fields	_____	x 1 per year	_____
Optional: Lasergrading	2 Fields	_____	x 1 per year	_____
Optional: Frazee Mowing	2 Fields	_____	x 1 per year	_____
Optional: Rebuild Bullpen Mounds	2 Fields	_____	x 1 per year	_____

FACILITY TOTAL PER YEAR: _____
Line A

GROUP 2 FACILITY
DORAL LEGACY PARK - SOFTBALL FIELD

11400 NW 82 Street

Description:

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Yearly Total</u>
Bermuda - Mowing	1 Field		x 44 per year	
Annual Weed Control Program	1 Field		X 12 apps	
Annual Insect and Disease Management Program	1 Field		X 1 apps	
Application of Fertilizer (Bermuda)	1 Field		x 6 per year	
Aerating	1 Field		x 4 per year	
Slicing	1 Field		x 1 per year	
Verticutting	1 Field		x 1 per year	
Rye Grass Seeding (Bermuda)	1 Field		x 1 per year	
Optional: Top Dressing	1 Field		x 1 per year	
Optional: Lasergrading	1 Field		x 1 per year	
Optional: Frazee Mowing	1 Field		x 1 per year	
Optional: Rebuild Bullpen Mounds	2 Mounds		x 1 per year	

FACILITY TOTAL PER YEAR: _____

Line B

GROUP 2 TOTAL PER YEAR: _____

Line A+B

GROUP 2 MISCELLANEOUS SERVICES

The City may request the services below on an as-needed basis.

	<u>Unit</u>	<u>Unit Rate</u>
Irrigation Troubleshooting	Hourly Rate	_____
Irrigation Repairs	Hourly Rate	_____
Irrigation - Materials Mark-up	Percentage	_____

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST (Delivery & Installation)
1	Paspalum notatum, Bahia	_____	x 400 sq. ft.	_____
2	Celebration Bermuda Grass	_____	x 400 sq. ft.	_____
3	Empire Zoysia Turf	_____	x 400 sq. ft.	_____
4	Stenotaphrum secundatum 'Floratum', St. Augustine 'Floratum' Sod	_____	x 400 sq. ft.	_____
5	Stenotaphrum secundatum 'Sapphire', St. Augustine Grass 'Sapphire'	_____	x 400 sq. ft.	_____

ITEM	DESCRIPTION	Sq. Ft. Cost Delivery & Install	Min.	TOTAL COST
1	Turf Removal (All Types) and Disposal	_____	x 400 sq. ft.	_____

GROUP 1 DISCOUNT FACTOR

If awarded the contract for all Group 1 facilities please provide a discount factor,
if any

%

This "Discount Factor" Section is optional.

GROUP 2 DISCOUNT FACTOR

If awarded the contract for all Group 2 facilities please provide a discount factor,
if any

%

This "Discount Factor" Section is optional.

BIDDER/PROPOSER AFFIDAVITS

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business (“Bidder”) and authorized to make the following statements and certifications on Bidder’s behalf:

1. Ownership Disclosure

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder, and further, that no such City 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or

proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. Public Entity Crimes

1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 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

5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ unauthorized aliens or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and

Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining 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.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.

- e. Imposes 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.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____ Select here if Not Applicable

11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence” requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CONFLICT OF INTEREST DISCLOSURE**Business Name:** _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe below) _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____

My commission expires: _____

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate (Per Job) \$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory - State of Florida

Employer's Liability

- A. Limits of Liability
 - \$500,000 for bodily injury caused by an accident, each accident
 - \$500,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

- IV. **Umbrella/Excess Liability Insurance:** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the Vendor to ensure that all Subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Vendor to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor/Vendor's interests or liabilities but are merely minimums.

Exhibit C

Bikeway Service Areas and Clarifications Bikeway Clarifications

On NW 117th Avenue

1. The work area **shall** be defined as the canal easement on the east side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line.
2. The Contractor **will not** be responsible for servicing the area on the west side of the canal bank between the water's edge and NW 117th Avenue.

On NW 58th Street

1. The work area **shall** be defined as the side of the canal easement on which the bikeway runs. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line or right of way.
2. The Contractor **will not** be responsible for providing services as described in this RFP on any canal easement that does have a bikeway.
3. The Contractor **will not** be responsible for servicing the bikeway running between 109th and 114th Avenue.

On NW 50th Street

1. The work area **shall** be defined as everything on the north side of the bikeway to the right-of-way.
2. The Contractor **shall** maintain a three (3) feet strip on the south side along the bikeway.

On 25th Street (Between NW 107 Avenue and NW 99 Avenue)

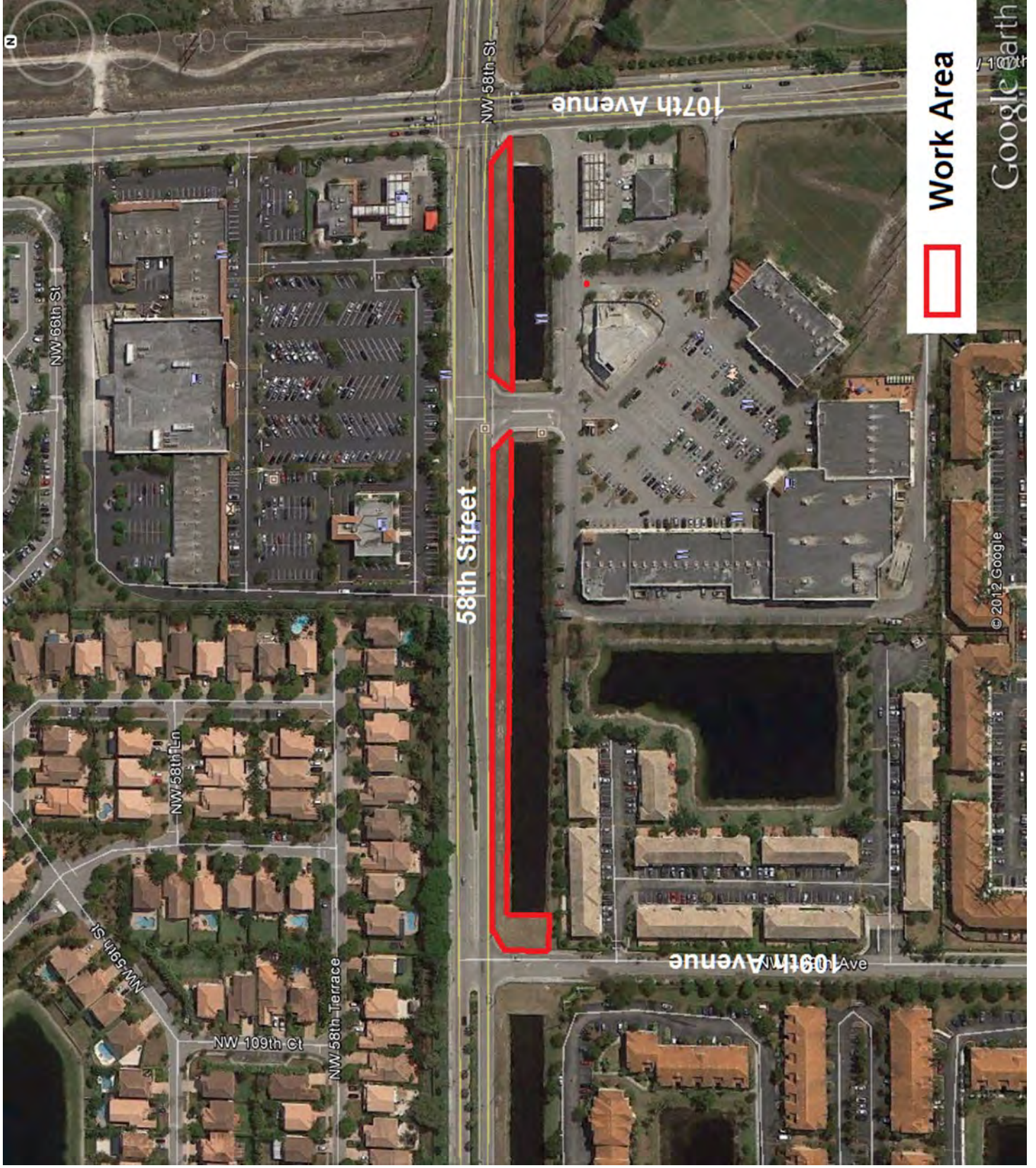
1. The work area shall be defined as the canal easement on the south side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

On 25th Street (Between NW 117 Avenue and NW 107 Avenue)

1. The work area shall be defined as the canal easement on the north side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

For all Bikeways

1. The Contractor **shall not** service any portions of the bikeway as described herein that are currently under construction. The City will provide written confirmation when the Contract can begin providing service to these areas.
2. The Contractor **shall** be responsible for providing service to any "end caps" where the bikeway is interrupted by City streets as illustrated in previous exhibits.
3. The Contractor **will not** be responsible for trimming any trees, shrubs or groundcover installed by adjacent property owners unless it interferes with traffic on the bikeway.





NW 114th Ave

NW 58th Street

Work Area

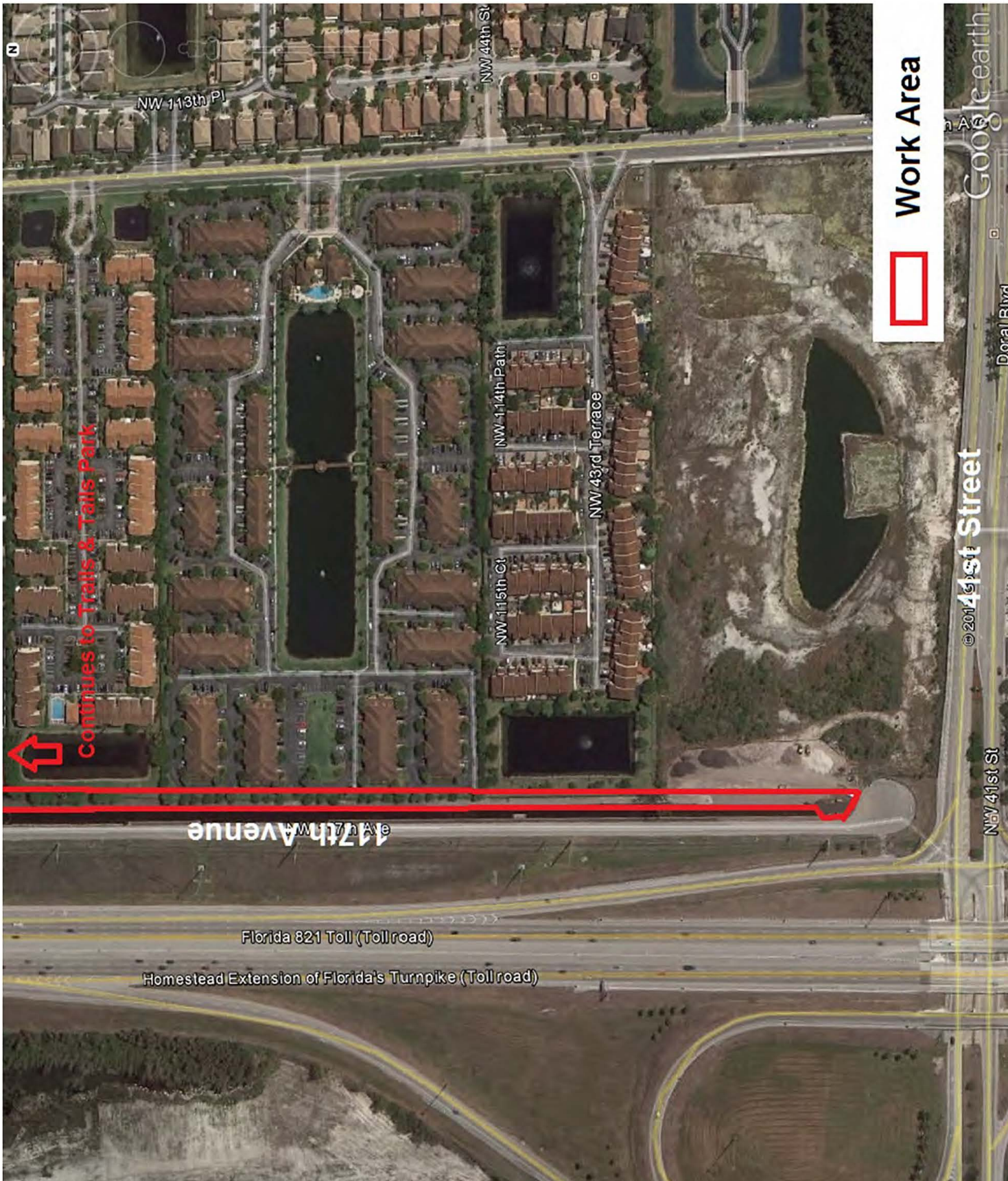
Google Earth





Google Earth

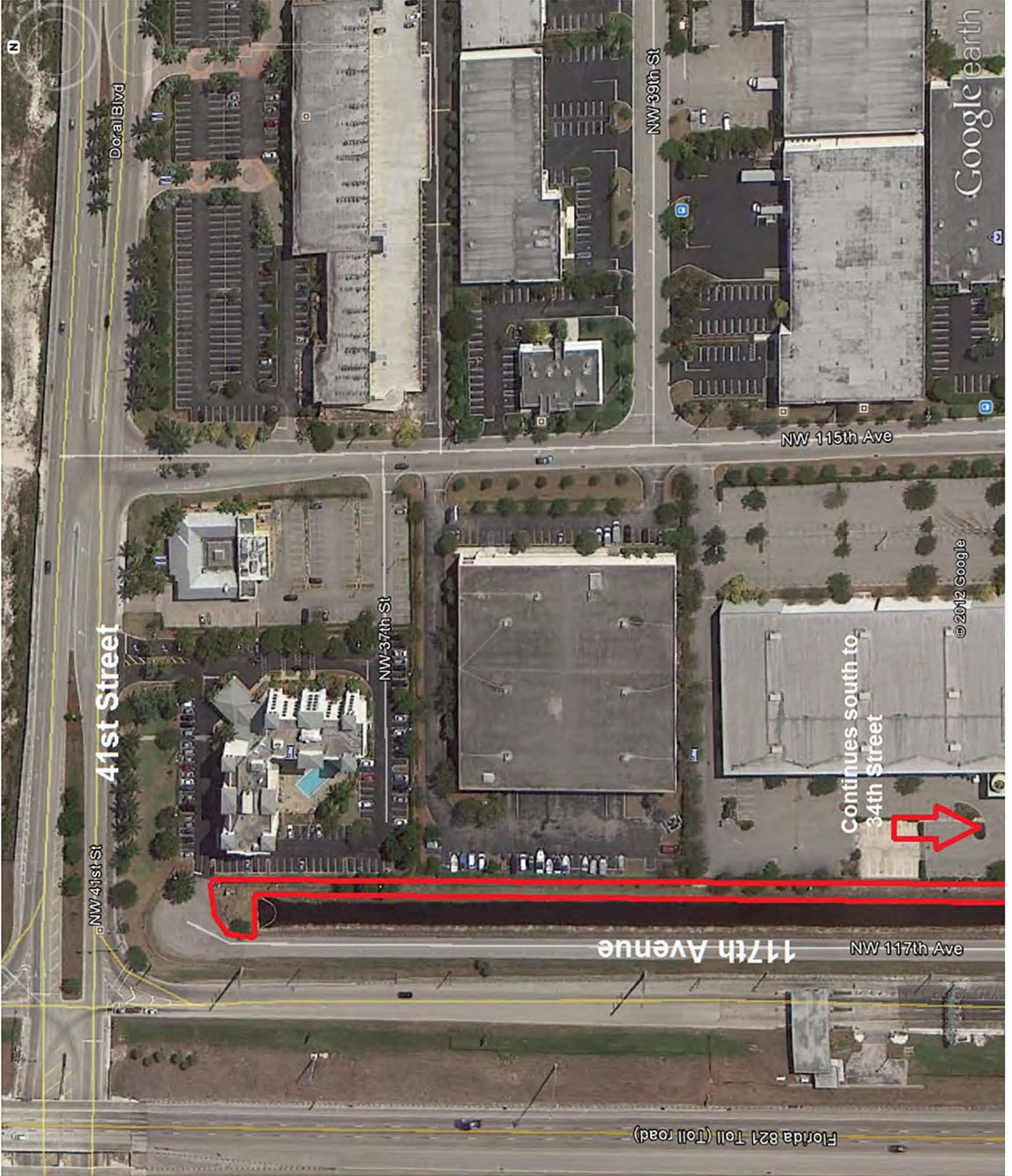
Work Area

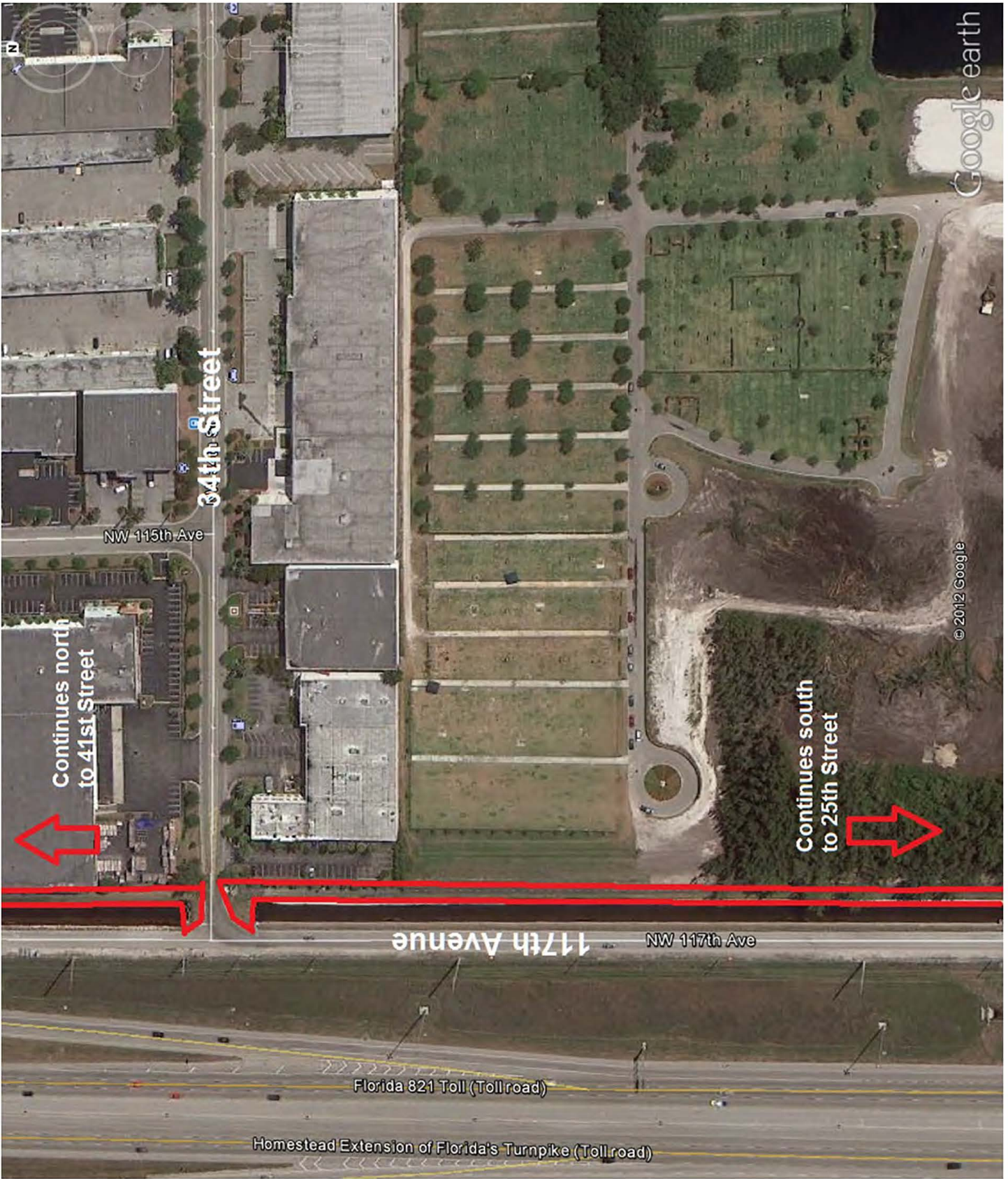


Continues to Trails & Tails Park

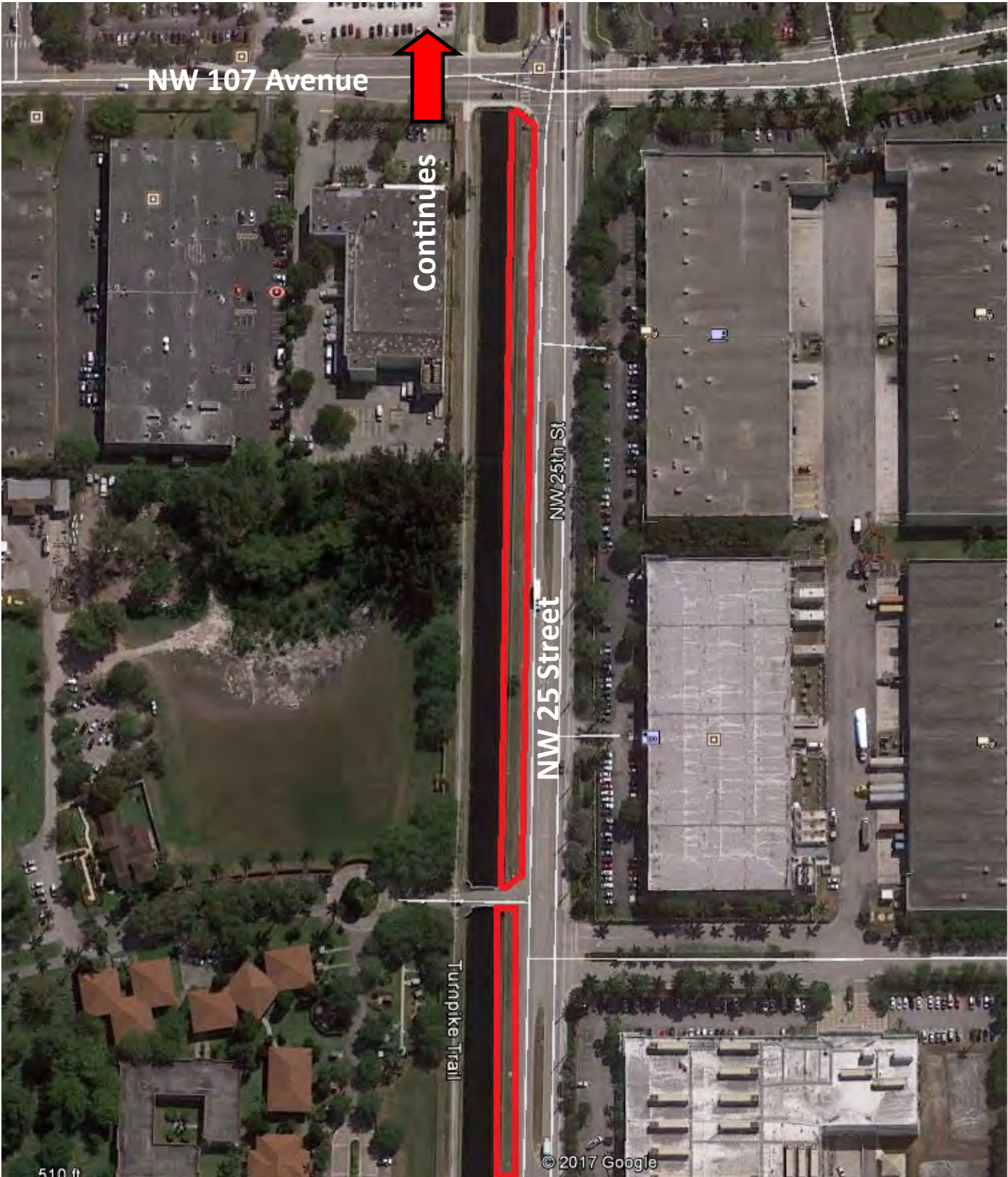
Work Area

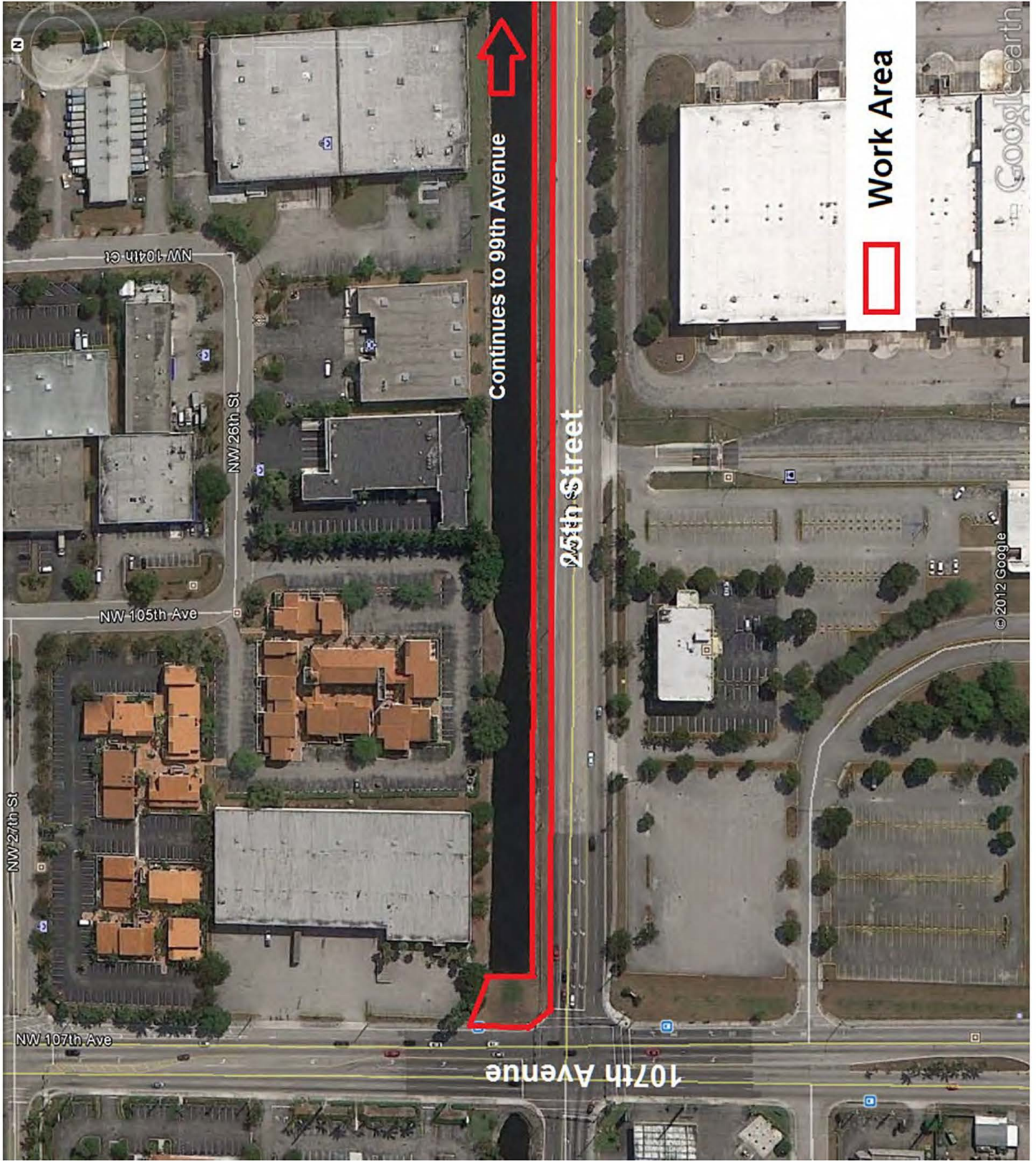
© 2014 Google Earth















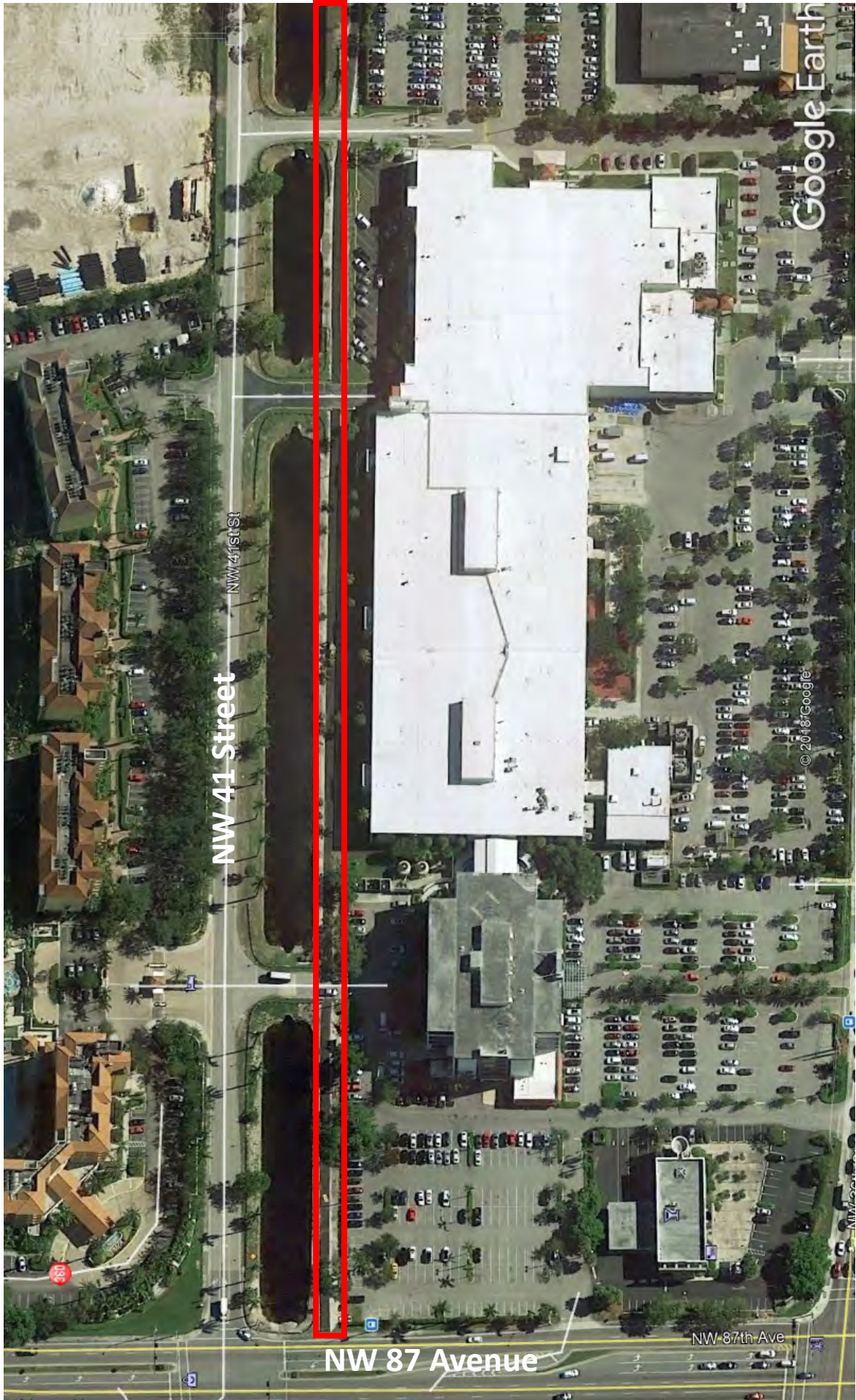












NW 41 Street

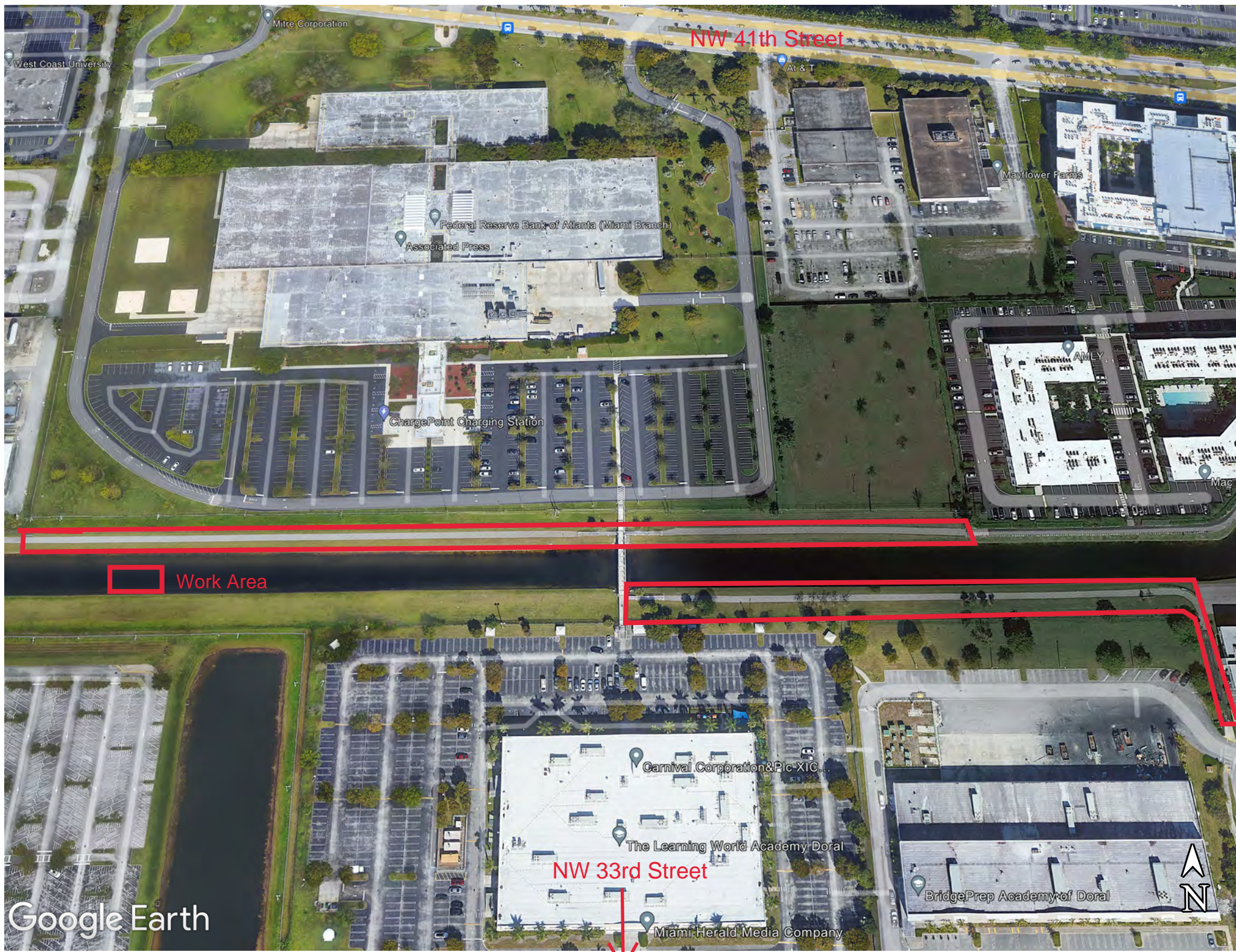
NW 47th St

NW 87 Avenue

NW 87th Ave

Google Earth

© 2018 Google



NW 41th Street

Work Area

NW 33rd Street

Google Earth



Exhibit D
Group 2 Scope of Work
Doral Meadow Park



Group 2 Scope of Work
Doral Legacy Park



EXHIBIT "E"

FEDERAL FUNDING TERMS AND CONDITIONS

One or more projects issued under this Contract may involve the purchase of materials or services which will be acquired via funding that is received in whole or in part by the Federal government. Accordingly, in the event Federally-restricted funding is utilized in connection with the purchase of goods or services contemplated in the solicitation, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Proposer accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

1. EQUITABLE ADJUSTMENT

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the CONSULTANT's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the CONSULTANT that continued performance of the contract would result in a substantial loss. CONSULTANT might have to supply documentation to justify any requested percentage increase in cost to the City of Doral.

2. NON-APPROPRIATION OF FUNDS

In the event no fund or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the CONSULTANT or his assignee of such occurrence, shall have the unqualified right to terminate the contract without penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

3. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of any Invitation to Quote ("ITQ") issued, the Bidders are required to identify any and all Subcontractors that will be used in the performance of this proposed contract, their capabilities, experience, minority designation, as defined in Ordinance 10062 and the portion of the work to be done by the Subcontractor. Failure to identify any and all subcontractors in the Bid shall render the Bid non-responsive, unless the CONSULTANT submits this documentation to the City within five (5) working days after the bid opening.

The CONSULTANT shall not, at any time during the tenure of the contract, subcontract any part of his operations or assign any portion or part of the contract, to Subcontractor(s) not originally mentioned in their Bid, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in this specification shall be construed as establishing any contractual relationship between any Subcontractor(s) and the City. The CONSULTANT shall be fully responsible to the City for the acts and omissions of the Subcontractor(s) and their employees, as for acts and omissions of persons employed by the CONSULTANT.

4. DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number- FL 180260 01/12/2018 FL260 in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. Wage General Decision Number- FL 180260 01/12/2018 FL260 can be found in the Header/Attachment Section under Attachment A.

5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- 1) The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

- 1) Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages: The City of Doral shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

7. PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the CONSULTANT's actual cost, and will be passed on to the City without markup or any additional fees. The CONSULTANT shall submit purchase receipt of parts along with the labor invoice for payment.

The CONSULTANT shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

8. NOTIFICATION TO PERFORM WORK

The CONSULTANT shall notify the CONSULTANT when an employee is on the property and for what purpose.

9. BACKGROUND CHECKS

The CONSULTANT shall be required to comply with the background screening specifications as listed in the Jessica Lunsford Act, Florida Statue § 1012-32.

The law requires that before contract personnel are permitted access on grounds when children are present, or if they will have direct contact with children, or have access to or control of school funds, they must have completed Level Two (2) screening requirements.

Prior to commencement of the project, the CONSULTANT shall provide Level Two (2) background screening results for all employees completing the work on park grounds.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any resulting contract from an ITQ, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of
- 7) September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. CLEAN AIR ACT

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the City of Doral and understands and agrees that the City of Doral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12. FEDERAL WATER POLLUTION CONTROL ACT

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the City of Doral and understands and agrees that the City of Doral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

14. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to each ITQ for Federally Funded projects for the "Certification Regarding Lobbying" attachment. It is MANDATORY for the Bidders to return this form signed along with their bid for such federally funded project.

16. PROCUREMENT OF RECOVERED MATERIALS

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

17. DHS, SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. ACCESS TO RECORDS

- 1) The Contractor agrees to provide the City of Doral, the FEMA Administrator, the Comptroller General of RFP No. 2024-08

the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

20. SUSPENSION AND DEBARMENT

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by City of Doral. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Doral, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SAMPLE CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____