

CITY OF MIAMI SPRINGS



Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305)805-5035
Fax: (305)805-5018
romerot@miamisprings-fl.gov

Tammy Romero
Professional Services Supervisor

LEGAL NOTICE

REQUEST FOR PROPOSAL # 03-12/13 GOLF COURSE LABOR MAINTENANCE 650 CURTISS PARKWAY

Sealed proposals for the **GOLF COURSE LABOR MAINTENANCE at 650 CURTISS PARKWAY, MIAMI SPRINGS, FL** will be received until **2:30 P.M. on Thursday, September 12th, 2013**, via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Bids will then be transferred to the Council Chambers. At time, date, and place noted above, bids will be publicly opened. Any bids received after time and date specified will not be considered and returned to the proposer unopened.

A Bid Bond in the amount of five thousand (\$5,000.00) dollars is required. The successful proposer will be required to furnish Performance and Payment Bonds, each in the amount of one-hundred (100%) percent of the contract amount.

A **Mandatory Pre-Bid Conference** will be held at 9:30 AM on the 27th day of **August 2013** at Miami Springs, City Hall 2nd floor Conference Room, 201 Westward Drive, Miami Springs, Fl. 33166.

Deadline to request any additional information/clarification will be Friday, August 30th, 2013.

This Request for Proposal (RFP) is available upon written/fax request at (305)805-5018 or the City's Purchasing Department at 201 Westward Drive, 1st floor, Miami Springs, Florida 33166. All requests must be accompanied by name, address, phone and fax number. To verify receipt of request, please contact Tammy Romero at romerot@miamisprings-fl.gov.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

City of Miami Springs

GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE OR REJECTION OF BIDS The City of Miami Springs reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Miami Springs and the Proposer.

ADDITIONAL INFORMATION Each proposer shall examine all parts of the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero
201 Westward Drive
Miami Springs, FL 33166-5259
Telephone: (305) 805-5035
Facsimile: (305) 805-5018

The Proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this RFP# 03-12/13

Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their Proposal, to contact the City of Miami Springs to determine if an amendment was issued and make such amendment a part of their Proposal.

PROPOSAL SUBMISSION Original and six copies of this entire document as well as any other pertinent documents should be returned in order for the Proposal to be considered for award. Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, Proposal opening date, and name and Proposal number of the proposal.

By submitting a bid proposal, the proposer declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

ASSIGNMENT The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

PROPOSER CERTIFICATION Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

PROPOSAL TABULATIONS Proposers desiring a copy of the Proposal tabulation may request same by enclosing a self-addressed stamped envelope with their Proposal.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of Proposals, or unless the City fails to accept it within ninety (90)

days after the date fixed for opening Proposals.

PROPOSER RESPONSIBILITY Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a Proposal before such award is made, may result in forfeiture of that portion of any Proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items

including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers **MUST** submit any cost-saving/value-added alternate Proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the Proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

EXPENSES INCURRED IN PREPARING PROPOSAL The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

INDEMNIFICATION The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's Officials, agents and employees; the Contractor shall further indemnify

City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

BID BOND

All Proposals submitted to the City shall be accompanied by a bid bond in the amount of ten percent (10%) of total Proposal amount. The failure to submit the required bond with the actual Proposal shall constitute sufficient cause to invalidate the Proposal.

Bid bonds submitted by all unsuccessful proposers shall be returned within twenty (20) days of the Proposal award. If the successful proposer fails to execute an appropriate contract with the City and provide all further bonds, insurance certificates and other required documentation within ten (10) days from the Proposal award (or from the receipt of the city contract, whichever is greater), the City shall have just cause to annul the Proposal award and forfeit the successful proposer's bid bond to the City.

The forfeiture of any bid bond shall not constitute a penalty, but shall serve to compensate the City for the damages it sustained in having to annul the Proposal award. While it is acknowledged that the City's damages in this regard are substantial, irreparable, and difficult to ascertain, the forfeited bid bond shall constitute the full liquidated damages due the City.

If a Proposal award is annulled and the bid bond forfeited, the City may then, in its sole and exclusive discretion, award the Proposal to the next lowest responsible proposer or reject all other Proposals.

Any successful proposer shall receive the return of its bid bond within twenty (20) days following its execution of an appropriate contract with the City and its submission of all further bonds, insurance certificates and other documentation required by the City's Proposal specifications.

PERFORMANCE BOND

The successful proposer shall be required to provide the City with an acceptable performance bond in the amount of 100% of the estimated contract amount. This bond shall be submitted to the City at the same time that the successful proposer executes its contract with the City.

It is specifically understood and agreed that the performance bond shall constitute an absolute guarantee to the City that the successful proposer will satisfactorily complete all work and services required by its contract with the City. This bond shall remain in full force and effect during the entire contract period with the City and at least until one year after the date when final payment becomes due. If the bond is written on an annual coverage basis, it must be renewed no later than thirty (30) days prior to its annual termination date.

The successful proposer's failure to submit the required performance bond by the time it executes its contract with the City shall constitute sufficient cause to annul the Proposal award.

PAYMENT BOND

The successful proposer shall be required to provide the City with an acceptable payment bond as described in Florida Statute §255.05. This bond shall be submitted to the City at the same time that the successful proposer executes its contract with the City.

It is specifically understood and agreed that the payment bond shall constitute an absolute guaranty that the successful proposer will properly and promptly pay all claimant and all other parties, as specified in Florida Statute §255.05, and otherwise fully comply with the provisions contained within Florida Statute §255.05.

The successful proposer's failure to submit the required payment bond by the time it executes its contract with the City shall constitute sufficient cause to annul the Proposal award.

FORMS OF BONDS

The City specifically reserves the right to approve, in its sole and exclusive discretion, the form and content of all required bonds. All bonds shall have as the surety thereon only such surety company as is acceptable to the City, in its sole and exclusive discretion, and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must, at least, have a Best's Key Rating Guide General Policyholder's Rate of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his Power-of-Attorney authorizing him to do so.

Alternative Security

The City specifically reserves the right to approve, in its sole and exclusive discretion, alternative forms of security such as Bank Drafts, Money Orders, Irrevocable Letters of Credit, Cash Bonds, and Direct Cash Deposits when such alternatives are in the best interests of the City of Miami Springs. PERSONAL OR COMPANY CHECKS ARE NOT ACCEPTABLE FORMS OF PROPOSAL SECURITY.

INSURANCE Proposer, shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the

right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE PROPOSAL REJECTION The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a Proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

METHOD OF PAYMENT The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability should have the ability to accept VISA or take whatever steps are necessary to implement such capability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF PROPOSERS Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his Proposal.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may

not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RELATION OF CITY It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 23-11-324901-54C

TERM CONTRACTS The City's Fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City will issue a Purchase Order to cover its needs for the balance of that fiscal year. At the beginning of each fiscal year thereafter, a purchase order will be issued to correspond with that year. In the final year of the contract, a purchase order will be issued for the remaining months of the contract. Issuance of a new purchase order shall be subject to the availability of budgeted funds. If funds are not appropriated for continuance of a term contract to completion, cancellation may

be effected upon thirty (30) days notice.

WARRANTY All material herein specified shall be fully guaranteed by the proposer against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the proposer at no expense to the City of Miami Springs.



City of Miami Springs
 201 Westward Drive
 Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL # 03-12/13
 GOLF COURSE LABOR MAINTENANCE
 650 CURTISS PARKWAY**

Proposals to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
 at 2:30 P.M. on September 12th, 2013

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
City - State - Zip Code:	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number:	(Area Code) Facsimile Number:
E-Mail Address:	Initial appropriate box to acknowledge amendment(s), if necessary. <input type="checkbox"/> Amendment #1 <input type="checkbox"/> Amendment #2 <input type="checkbox"/> Amendment #3
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign for, and commit, the vendor.	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)
STATE OF: _____ COUNTY OF: _____ BEFORE ME, the undersigned authority, this document was acknowledged by _____ who: <input type="checkbox"/> is personally known to me, or <input type="checkbox"/> produced identification _____ who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed. SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2013. MY COMMISSION EXPIRES: _____ _____ NOTARY PUBLIC, State of Florida At Large _____ Printed Name	

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5018 or mail the form to:

City of Miami Springs
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? Yes No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

CONTRACTOR'S QUESTIONNAIRE

Company Name: _____

Principal Officer: _____

Company Address: _____

Years in Business under Present Name: _____

Primary type of work your firm engages in: _____

Years experience in your primary type of work: _____

List other types of work your firm engages in:

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? _____

Include copies of licenses and certificates with bid proposal.

Does your organization currently accept Visa (P-Cards) as form of payment? Yes No

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects that are equal to or greater in scope specifically for any experience/occasion in/of providing likes services to municipal or county governments within the past five (5) years.

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

What equipment do you own that is available for the proposed work.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? _____

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in subcontractors, as listed, will be allowed without the written approval of the City of Miami Springs.

Are you Proposing the item specified? Yes No

If no, the proposer must also include a sample of the alternate manufacturer's product they intend to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications requirements set forth after in the "General Conditions and Instructions" section of this Proposal.

SPECIAL CONDITIONS

SCOPE The intent of these specifications is to set forth and convey to prospective proposers the **GOLF COURSE LABOR MAINTENANCE** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in **effect for a three (3) year** period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the **option to renew this contract for an additional two (2) one (1) year periods on a year-to-year basis.** The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the City's renewal options by initialing the appropriate box and providing the amounts of fees quoted for each year below.

Accept	Reject
--------	--------

Year #1 _____

Year #2 _____

Year #2 _____

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful proposer fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the City additionally reserves the right to make the award for the balance of the contract period to the next higher proposer.

EVALUATION OF PROPOSALS Proposal evaluation will be based on:

- Cost of services to the City of Miami Springs.
- Experience of proposer.
- Qualifications.

FAILURE TO COMPLY Any failure on the part of a responder to provide the documentation set forth in the Proposal specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

PROPOSERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

- _____ 1 Original and 6 copies of bid submittal
- _____ Copy of current licenses
- _____ Proof of current insurances
- _____ Bid Bond
- _____ Payment/ Performance Bond
- _____ Sign for Amendment receipts
- _____ List of Equipment
- _____ Qualification Statement
- _____ If applicable, include a sample of the alternate manufacturer's product intended to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications

Although the foregoing is intended to provide a complete list of all Proposal requirements and submittals, the City's failure to include any Proposal requirements or submittals therein, shall not constitute a waiver of any RFP requirements for any proposer.

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Request

Thank you for your interest in this Request for Proposal (“RFP”). The City of Miami Springs (the “City”), through its Procurement Division invites responses (“Responses”) which offer to provide the services described in Section 2.0 “Scope of Work”.

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement”) with the City in substantially the same form as the Agreement included as part of this RFP, if applicable. The term(s) of the Agreement shall be for an initial period of **three (3) years with two (2) additional one (1) year renewal options**. Any renewals shall be at the sole discretion of the City.

Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.3. Submission of Responses

To receive consideration, Proposals must be submitted on Proposal Response Forms as provided by the City. This Request for Proposals must be resubmitted with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. Any additional information to be submitted as part of the Request for Proposal may be attached behind the Proposal Response Forms. Upon request, copies may be obtained from the Procurement Division, Attn: Tammy Romero, 201 Westward Drive, Miami Springs, FL 33166. The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

One Original and six copies of this entire document as well as any other pertinent documents should be returned in order for the Proposal to be considered for award.

Sealed Proposals must be received by **2:30 P.M. on Thursday, September 12th, 2013**, by the City of Miami Springs via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers, at time, date, and place noted above, and Proposals will be publicly opened. Any Proposals received after time and date specified will not be considered and returned to the Proposer unopened.

Proposals shall be submitted in a sealed envelope clearly marked on the exterior as follows:

RFP No. 03-12/13

City of Miami Springs Golf Course Maintenance

Proposer Name and Address: _____

Submittal Deadline: Thursday, September 12th, 2013 at 2:30 pm
Addressed to: City of Miami Springs
 Attn: Tammy Romero
 201 Westward Drive (City Hall)
 2nd floor
 Miami Springs, FL 33166

No responsibility will be attached to the Procurement Office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Miami Springs.**

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposers follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which shall be deemed, accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

1.4. Projected Timeline- (Dates are subject to change).

Advertise Proposal	August 12 th , 2013
Pre-Bid Meeting	August 27 th , 2013
Clarification deadline	August 30 th , 2013
Amendment (pending complexity)	September 3 rd , 2013
Bid Opening	September 12 th , 2013
Recommendation of Award to City Manager and Council	September 20 th , 2013

1.5. Additional Information or Clarification

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification at the pre-Proposal conference or by **WRITTEN REQUEST** Attn; Tammy Romero via fax 305-805-5018 or email romerot@miamisprings-fl.gov **no later than 5:00 p.m., Friday, August 30th, 2013.** Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** and may be emailed to all parties recorded by the City's Procurement Office as having received the Proposal Documents prior to the response submission date. **It is the Proposer's responsibility to assure receipt and acknowledgement of all addenda.** No person is authorized to give oral interpretations of, or make oral changes to the Proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing.

Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.6. Proposal Format

Careful attention must be given to all requested items contained in this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- (a) Title Page Show the RFP subject, the name of your firm, address, telephone number, name of contact person and date.
 - (b) In the original submittal, please **FLAG** the Price Schedule sections.
 - (c) Summary of Proposer's Qualification – Identify your Project Manager and each individual who will work as part of the engagement. Describe the experience in conducting similar projects for each of the Project Managers or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- (b) Any and all Responses that do not follow the prescribed format may be deemed non-responsive.
- (c) Proposer shall complete and submit as part of its Response all required forms and/or documents. Should any form not apply, please write N/A on it.

1.6 Award of an Agreement

The Proposer, who is otherwise competent, and submits the lowest responsive and responsible response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City. The Proposer shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.7 Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.8 Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue an Request for Proposal.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.13. Proposal Bond- in the amount of five thousand (\$5,000.00) dollars is required.

1.14 **Performance and Payment Bond-** Refer to General Conditions and Instructions Page 5 & 6

1.15. **Liquidated Damages-** Meeting the requirements of this Request for Proposal is of the essence; therefore contractor shall provide labor maintenance and services as required. Each monthly invoice must be accepted by the Golf Director or his designee or authorized representative before any invoices are paid. If the vendor does not provide labor services and maintenance as per the specifications, the vendor may be assessed a penalty.

For noncompliance of the specifications, liquidated damages shall be assessed at the rate of one percent (5%) of the total monthly invoice amount if any discrepancy has been noted in writing and two percent (8%) per occurrence thereafter.

SECTION 2

Scope of Work / Specifications

2.1 Scope of Work

The contractor shall provide the City of Miami Springs Golf Course with experienced labor to include, but not limited to: mowing greens, fairways, tees, and roughs; pesticide and fertilization applications, irrigation repair and maintenance, general landscaping and maintenance services, general labor and related golf course maintenance.

All labor jobs on the Golf Course shall be assigned as needed by the Golf Course Superintendent for the City for the following location:

City of Miami Springs
Golf Course
650 Curtiss Parkway
Miami Springs, Fl. 33166

However, the City reserves the right to assign work at other sites as needed.

2.2 General Requirements / Specifications

Contractor shall have at least three years' experience in golf course maintenance in South Florida. The contractor shall provide a list of at least three references for prior maintenance work. The list shall contain types of work done and phone contacts and emails to enable the City to verify previous work experience. The City reserves the right to inspect the courses that are currently being serviced by each proposer. The condition of these courses shall be an evaluation factor in the award of the Proposal.

2.2.1 General Labor

All workers shall be able to accomplish general labor duties which include: shoveling, raking, sweeping, dusting, lifting 50+ pounds, shop clean-up, restroom clean-up, water cooler refills, painting, and any other related duties for the golf course.

2.2.2 General Landscaping

Workers involved in landscaping projects shall have experience in the use of edgers, weed eaters, hedge trimmers, chainsaws, and blowers. Landscape projects are performed at the clubhouse and golf course grounds designated by the Golf course Superintendent.

2.2.3 Equipment

The Contractor must show appropriate proof of ownership of the equipment necessary to provide all maintenance and plant replacement tasks or specify the intended method of providing that equipment for use

2.2.4 Trash Pick-Up

The contractor shall perform trash and debris pick-up prior to any mowing each week.

2.2.5 Special Projects/Emergencies

The contractor shall have the ability to provide supplementary labor for special projects including: hurricane clean-up, sod removal and planting, irrigation mainline repair, park equipment installation, and additional summer maintenance

2.2.6 Hurricane Preparation

All workers shall help with the necessary hurricane preparations prior to hurricane warnings which include: shutter installation at the pro shop/snack bar, course pick-up, preparing the parks in the City and storage of equipment at the maintenance facility.

2.3 Licenses/Qualifications

The contractor shall obtain and pay for all licenses, permits and inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein, Damages, penalties and/or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

2.3.1 Contractor shall provide a copy of any of the referenced licenses with the Proposal submittal which shall be maintained 'active' throughout the life of the contract.

2.3.2 At least one worker or Supervisor shall be required to have a Florida Pesticide Applicators License pursuant to the Florida Department of Agriculture Consumer Services Chapter 487 Pesticide Regulation and Safety.

2.3.3 The contractor shall supply a list of all equipment and specifications for such equipment presently owned by the company to perform the service. It is the responsibility of the Proposer to inspect the grounds before submitting their Proposals. Failure to do so shall not constitute grounds for exceptions or amendments to the contract.

2.4 Personnel

2.4.1 The personnel of every qualified Contractor (including principals, agents and employees) may be required to have a background investigation conducted during the hiring process and a background check annually thereafter, to include, prior arrests, warrants and driver license status. This service will be provided by a private contractor or public agency (Miami-Dade County Police Department, State of Florida, etc.), approved by the City of Miami Springs and paid for by the contractor. The RFP does not require submission of employee background checks with the response, but may be submitted for review prior to the execution of the contract.

2.4.2 The contractor shall be responsible for the personnel's conduct at all job sites. Any complaints registered about the behavior of these employees shall result in the immediate replacement of the workers involved. City staff also reserves the right to have any employee that is not performing work properly replaced immediately by the contractor.

2.4.3 Only personnel familiar with the various types of work to be performed under this contract shall perform the required tasks. The Contractor must submit written proof of the qualification requirements listed herein and throughout the entire RFP document.

1) A minimum of three years' experience in the management of golf courses maintenance of similar size and scope in Florida and must be demonstrated by the Project Manager.

2) List brief description of similar work satisfactorily completed with locations, dates, and amounts of contracts, and names and addresses of owners.

2.6 **Terminology**

For the purpose of the details of this Proposal, the following shall be used:

A. Owner: City of Miami Springs

B. Contract Administrator: Paul O'Dell, Golf Director or his designee

C. Contractor: The Contracting Company submitting a Proposal or Company awarded the contract for maintenance services.

D. Designated Project Manager: The person designated by the contractor who shall be responsible for day to day operations associated with these specifications.

2.7 **Authority**

The Golf Director or designee shall have the authority to make or approve decisions and/or modifications to said work. Any request by the Contractor for modifications regarding work must be submitted in writing and approved by the Authorized Representative. A copy of all such correspondence must be submitted to the Attn: Tammy Romero, City Hall, 201 Westward Drive, Miami Springs, Fl. 33166. The Contractor shall not, at any time during the tenure of the agreement, subcontract any part of the operations or assign any part of this Agreement, except under and by virtue of permission granted by the City through the proper officials.

The Golf Director or designee shall be responsible for contract supervision and routine communication with the Contractor, any subcontractors, and residents.

2.8 **Contact Information**

The Contractor shall provide the City with the name, telephone/fax number(s) email address and cellular number of the Designated Project Manager. This person shall be immediately available 24 hours per day, 365 days per year in order to answer questions, correct deficiencies in the maintenance work and to handle emergencies.

Golf Course

2.9 **General Scope of Work**

Provide all labor, equipment, materials and supervision necessary to perform maintenance, general landscaping, general and specific labor related to golf course maintenance as described hereinafter.

2.10 Schedule - Golf Course

The amount of labor required for the Golf Course shall be:

Fourteen (14) workers x 40 hours per week x 52 weeks per year

Normal weekday hours are: 6:00 a.m. – 2:00 p.m. (Monday – Friday)

Normal weekend hours are: 5:30 a.m. – 8:30 a.m. (Saturday – Sunday)

The Golf Course Superintendent shall work with the contractor to establish regular work hours of operation which include weekends and all holidays.

2.11 Requirements

Mowing Greens - Workers shall be required to mow greens on a daily basis. Workers mowing greens shall have experience with the operation and maintenance of riding greens mowers such as the E-plex electric greens mower, Toro 3250 greens mower, and Toro walking greens mowers.

Mowing Fairways - Workers shall be required to mow fairways three times per week or as directed. Workers operating the fairway mower shall have experience with the function and maintenance of hydraulically driven fairway units.

Pesticide Applications - At least one worker or Supervisor shall be required to have a **Florida Pesticide Applicators License** and be experienced in the use of pesticides on golf courses. Workers shall also have experience with fertilizer applications and general knowledge of types of fertilizer available. All treatments shall be made under the direction of the Golf Course Superintendent. Workers shall be required to keep records of all applications made to the golf course.

Mowing Tees - Workers shall be required to mow tees three times per week. Workers mowing tees shall have experience in the operation and maintenance of riding triplex mowers.

Mowing Slopes - Workers mowing slopes shall be required to mow slopes of greens and tees twice per week. Workers mowing slopes shall have experience in the operation of pull gang units, as well as, hydraulically operated triplex mowers.

Mowing Rough - Workers mowing rough shall be required to cut rough once per week. Workers shall have experience in the operation of rotary mowers and pull gang units.

Irrigation Operation - Workers involved in operation of the irrigation system shall have experience in the operation of electric valve-in-head sprinklers, repair and maintenance of PVC pipe, and some general knowledge of pump station operation.

Course Set-Up - Workers involved in course set up operations shall have experience in cutting cups, tee placement, and general knowledge of the game of golf.

Edging Sand Traps and Cart Paths - Workers involved in edging sand traps shall have experience in the operation of a gas edger, weed eater, and hand held blower.

Sod Installation - Workers involved in sod installation shall have experience in the use of a sod cutter, trap rake and tractor operation. All areas renovated on the golf course shall be designated by the Golf Course Superintendent.

General Landscaping – Workers involved in landscaping projects shall have the experience in the use of edgers, weed eaters, hedge trimmer, chainsaws, and blowers. Landscape projects are performed at the clubhouse and golf course grounds designated by the Superintendent of Greens.

Hurricane Preparation – All workers shall help with the necessary hurricane preparations prior to hurricane warnings which include: shutter installation at the pro-shop and clubhouse, course pick-up, preparing the grounds in the City's course and storage of equipment at the maintenance facility.

General Labor – All workers shall be able to accomplish general labor duties which include: shoveling, raking, sweeping dusting, lifting 50+ pounds, shop clean-up, restroom clean-up water cooler refills, painting and any other related duties for the golf course.

SECTION 3

3.0: RFP GENERAL CONDITIONS

3.1 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Miami Springs, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.2 Minimum Qualification Requirements

The City of Miami Springs intends to procure products or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with the Proposal. Failure to submit statement and documents required there under may constitute grounds for rejection. The Proposer must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "Scope of Work".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Work".
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Miami Springs.

At City's sole discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

3.3 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

3.4 Evaluation of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document.

3.5 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10 Sub-Contractor(s)

A Sub-Contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer(s).

3.11 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

3.12 Florida Public Records Law

Sealed Proposals or proposals received by an agency pursuant to Requests for Proposal or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after Proposal or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the

City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

3.14 Availability of Contract State-Wide

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful Proposer(s) at the contract prices(s) established herein, upon mutual agreement between the Successful Proposer(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

SECTION 4

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

- 4.1** To the fullest extent permitted by Laws and Regulations, the Professional shall defend, indemnify, and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Professional, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 4.2** For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of CONTRACTOR, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 4.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:
- a. Damages awarded to any person or party.
 - b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the CONTRACTOR will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
 - c. Attorney's fees and cost of any party that a court orders the CITY to pay.
 - d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY for each employee work hour spent reviewing or responding to such requests.
 - e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
 - f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

4.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

4.5 The Parties hereby expressly agree and understand that the indemnification and hold harmless provisions contained herein supersede and take precedence over any such provisions contained within the RFP documents.

4.6 INSURANCE REQUIREMENTS

4.6.1 GENERAL CONDITIONS

Pursuant to the City of Miami Springs Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Miami Springs to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.6.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Miami Springs Risk Management Division.

4.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.6.3.1 Professional Liability Insurance with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

4.6.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

4.6.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

- 4.6.3.2.2 Employers' Liability - Coverage B
 - \$1,000,000 Limit - Each Accident
 - \$1,000,000 Limit - Disease each Employee
 - \$1,000,000 Limit - Disease Policy Limit

4.6.3.3 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 4.6.3.3.1 Each Occurrence Limit - \$1,000,000
- 4.6.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000
- 4.6.3.3.3 Personal & Advertising Injury Limit - \$1,000,000
- 4.6.3.3.4 General Aggregate Limit - \$2,000,000
- 4.6.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000

4.6.3.4 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 4.6.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000
- 4.6.3.4.2 Any Auto
- 4.6.3.4.3 Hired Autos
- 4.6.3.4.4 Non-Owned Autos

4.6.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.6.3.6 Builders Risk Policy in the amount equal to the value of the contract will be required.

4.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.6.4.2 Commercial General Liability

Commercial General Liability coverage "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.6.4.3 Commercial Auto Liability

Commercial Auto Liability coverage.

4.6.4.4 Property Insurance

As a minimum standard, Building and Personal Property Form along with the Special Perils Coverage Form or their equivalents must be used.

4.6.5 REQUIRED ENDORSEMENTS

4.6.5.1 The following endorsements with City approved language

4.6.5.1.1 Additional insured status provided on a primary & non-contributory basis

4.6.5.1.2 Waiver of Subrogation

4.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Miami Springs by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF MIAMI SPRINGS
201 WESTWARD DRIVE
MIAMISPRINGS, FL. 33166

4.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

4.6.5.3 The City of Miami Springs shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.

4.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.6.6.1 The following documents must be provided to the City;

4.6.6.1.1 A Certificate of Insurance containing the following information:

4.6.6.1.1.1 Issued to entity contracting with the City

4.6.6.1.1.2 Evidencing the appropriate Coverage

4.6.6.1.1.3 Evidencing the required Limits of Liability required

4.6.6.1.1.4 Evidencing that coverage is currently in force

4.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

4.6.6.1.2 A copy of each endorsement that is required by the City

4.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

4.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy

must be provided directly to the City by the insurance agent or insurance company.

4.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Miami Springs will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Miami Springs. Based on the nature of the work performed, the City of Miami Springs will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Miami Springs – Insurance Compliance should be sent via email to romerot@miamisprings-fl.gov and copy to boucherl@miamisprings-fl.gov. Should you require assistance, contact Risk Manager, Loretta Boucher for the City of Miami Springs:

Phone: 305-805-5008
Fax: 305-805-5022
Email: boucherl@miamisprings-fl.gov

When Professional, Contractor and/or Vendor evidence insurance to the City of Miami Springs, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Miami Springs
201 Westward Drive
Miami Springs, Fl. 33166

QUALIFICATION STATEMENT

SUBMITTED TO:

City of Miami Springs
Attn: Purchasing Office
201 Westward Drive
Miami Springs, Fl. 33166

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the Proposal and Contract Documents.
2. Proposer agrees that he/she have met all the requirements and Qualifications for this Request for Proposal.
3. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request For Proposal.
4. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.

By: _____

Print: _____

Title: _____

Date: _____

Business Address: _____

PROPOSAL PRICING SCHEDULE

Proposer should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a Proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached to this form.

PROPOSERS NAME: _____

CONTACT NAME / TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TELEPHONE _____ FACSIMILE _____ EMAIL: _____

Proposer's years of experience in:

Golf Labor Operations: _____

Proposal Pricing

Vendor: _____

Yearly Program; to include, but not limited to mowing, maintaining the areas free of weeds and edged, fire ants and trash pick-up. Indicate Price per mowing.	
1. Experienced Golf Course Labor	
Up to 40 hours per week	/per person per hour
2. Additional Labor for Special Projects	
Up to 3,000 hours per year	/per person per hour