*Purchasing Department*
*201 Westward Drive*
*Miami Springs, FL 33166-5289*
*Phone: (305)805-5035*
*Fax: (305)805-5018*
*romerot@miamisprings-fl.gov*

*Tammy Romero*
*Professional Services Supervisor*

# *LEGAL NOTICE*

## REQUEST FOR PROPOSAL # 08-14/15
## STAFFORD PARK ATHLETIC FIELD MAINTENANCE SERVICES

Sealed proposals for the **STAFFORD PARK ATHLETIC FIELD MAINTENANCE SERVICES,** MIAMI SPRINGS, FL will be received until **2:30 P.M. on Tuesday, October 20th, 2015,** 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 bidder unopened.

A Bid Bond in the amount of ten percent (10%) of Total Proposal amount from the Rate Sheet is required.

A **Mandatory Pre-Bid Conference** will be held at **9:30 AM on Thursday the 8th day of October 2015** at Miami Springs City of Miami Springs, Council Chambers, 201 Westward Drive, 2nd floor, Miami Springs, Fl. 33166, immediately following the meeting we will have a site visit of each of the locations.

**Deadline to request any additional information/clarification will be Friday, October 9th, 2015.**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number. To verify receipt of request, please contact.

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.

It is imperative that the respondent make every effort to provide the specific level of services required to maintain the newly renovated Stafford Park field. All potential respondents are to ensure that Stafford Park field is maintained with appropriate equipment, lawn dressings, chemicals and supervision of trained and licensed personnel.

**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.

ADDITIONAL INFORMATION Each bidder shall examine all parts of the Invitation to Bid 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 bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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 bidder. 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 bid 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 Invitation to Bid, the City will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the City of Miami Springs to determine if an amendment was issued and make such amendment a part of their bid.

BID SUBMISSION One (1) **Original and one (1) electronic copy on CD of this entire document as well as any other pertinent documents should be returned in order for the bid to be considered for award.** Bids 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 bidder, bid opening date, and name and bid number of the proposal.

By submitting a bid proposal, the bidder 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 bidder(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.

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

BID TABULATIONS Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with their bid.

BID WITHDRAWAL No proposal can be withdrawn after it is filed unless the bidder makes his request in writing to the City prior to the time set for the opening of bids, or unless the City fails to accept it within ninety (90) days after the date fixed for opening bids.

BIDDER RESPONSIBILITY Before submitting the proposal, each bidder 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 bidder 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 bidder from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid 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 bidder from the bidder's list.

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

EXCEPTIONS TO SPECIFICATIONS Bidders 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. Bids 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, bidder **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 bidder 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 bidder 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 bidder'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.

Bidders **MUST** submit any cost-saving/value-added alternate bid 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 bid 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 bidder.

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 Bidder 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.

INSURANCE Bidder, 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 bidder, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE BID 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 Invitation to Bid, 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 bidder 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 bid on this invitation to bid 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 Bid Form.

PATENTS AND ROYALTIES The bidder, 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 bidder uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the bid 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 BIDDERS Each bidder 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 bidder's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his bid.

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair o a public building or public work, may not submit bids 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 bidder 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 bidder, 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 # 08-14/15**
**STAFFORD PARK ATHLETIC FIELD MAINTENANCE SERVICES**

**Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166 at 2:30 P.M. on October 20th, 2015**

| | |
|---|---|
| Vendor Name: | Federal Identification or Social Security Number: |
| Vendor Mailing Address: | Payment Terms: Bi-Weekly<br>The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card).<br>Do you accept this form of payment: Yes ☐ No ☐ |
| 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.<br>☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3 |
| **I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign for, and commit, the vendor.** | _____<br>Authorized Signature (Manual)<br>_____<br>Authorized Signature (Typed or Printed Title) |

STATE OF: _____ COUNTY OF: _____
BEFORE ME, the undersigned authority, this document was acknowledged by

_____ who:

☐ is personally known to me, or
☐ 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 _____, 2015.

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 **four (4) projects within the past two (2) years** that are equal to or greater in scope.

| | | |
|---|---|---|
| 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 sub-contractors, as listed, will be allowed without the written approval of the City of Miami Springs.

_____

Are you bidding the item specified? ☐ Yes ☐ No

If no, the bidder 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 bid.

# SPECIAL CONDITIONS

SCOPE The intent of these specifications is to set forth and convey to prospective bidders the **STAFFORD PARK ATHLETIC FIELD MAINTENANCE SERVICES** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in effect for a one (1) 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 four (4) 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 option year below.

| Accept | Reject |
|---|---|
| | |

Option Year #1 _____

Option Year #2 _____

Option Year #3 _____

Option Year #4 _____

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful bidder 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 bidder.

EVALUATION OF BIDS Bid evaluation will be based on:

- Cost of services to the City of Miami Springs.
- Experience and qualifications of bidder.

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

BIDDERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

_____ 1 Original and 1 electronic copy of bid submittal

_____ Copy of current licenses

_____ Proof of current insurances

_____ Bid Bond

_____ Sign for Amendment receipts

_____ Required Bid Forms

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

**REQUEST FOR PROPOSAL REQUIREMENTS:**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must include company name, address, contact information including name, phone and email.

All inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted before **5:00 p.m. on Friday, October 9th** to:

Tammy Romero, Professional Services Supervisor
201 Westward Drive
Miami Springs, FL 33166
Telephone: (305) 805-5035

Respondents are to meet at **9:30 AM on the 8th day of October 2015 for a Mandatory Pre-Bid Conference with a site visit immediately following** in the Council Chambers (second floor) located at Miami Springs City Hall, 201 Westward Drive, Miami Springs, Fl. 33166.

One (1) original and one (1) electronic copy of this entire document as well as all other pertinent documents must received before **2:30 P.M. on Tuesday, October 20th, 2015** in a sealed and labeled pack to:

City Clerk's Office
Attn: Tammy Romero, Purchasing
City of Miami Springs
Second Floor
201 Westward Drive
Miami Springs, Florida 33166

Responses must be clearly marked on the outside of the package referencing:

**RFP# 08-14/15**

**STAFFORD PARK ATHLETIC FIELD MAINTENANCE SERVICES**

Responses received after that date and time will not be accepted and shall be returned unopened to Proposer.

CONTRACTOR must include evidence of insurance with submittal of this RFP. The awarded company is responsible for maintaining Worker's Compensation, General Liability and Automobile Liability Insurance during the entire term of contract.

CONTRACTOR must include copies of current licenses within Dade County.

A Bid Bond in the amount of ten percent (10%) of Total Proposal amount from the Rate Sheet is required.

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

| | |
|---|---|
| Advertise RFP | September 29th, 2015 |
| **Mandatory** Pre-Bid Meeting and site visit | October 8th, 2015 |
| Clarification deadline | October 9th, 2015 |
| Amendment(pending complexity) | October 13th, 2015 |
| RFP Opening | October 20th, 2015 |
| Recommendation to Award | October 26th, 2015 |
| Contract begins | November 1st, 2015 |

No estimated costs or budget for the services will be provided.

Proposals should include a brief introduction, background and qualifications of company and work description objective.

Proposal Rate Sheet is attached.

**CRITERIA FOR AWARD:**

The RFP responses will be evaluated and ranked on the basis of the criterion below.

- Experience and Qualifications 60 points
- Cost of Services 40 points

**CONTRACT TERM:**

This contract will be in effect for a one (1) 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 four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

## SCOPE OF WORK

**INTENT:**

The contractor shall provide a sufficient number of trained employees including, but not limited to, all labor, supervision, licenses, dependable equipment, supplies, tools, and materials necessary to perform complete ground field maintenance for Stafford Park located at 501 East Drive.

It is imperative that the respondent make every effort to provide the specific level of services required to maintain the newly renovated Stafford Park field. All potential respondents are to ensure that Stafford Park field is maintained with appropriate equipment, lawn dressings, chemicals and supervision of trained and licensed personnel.

The CONTRACTOR shall be responsible for the ground field maintenance, including but not limited to, mowing, litter control, aerification, , insect control, vericutting/top dressing, fertilization, and the application of herbicides and pesticides.

The Rate Sheet is attached and respondents MUST submit costs for all items, otherwise proposal will be considered invalid.

Respondents are responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes, but is not limited to, measuring each field, if necessary, to determine your proposed fees for services. Map of field area is attached.

The CONTRACTOR shall furnish all labor, materials, equipment and supplies of size and type needed for maintaining Stafford Field. CONTRACTORS shall provide a comprehensive list of all equipment (or heavy machinery) currently owned to perform work within the scope of work.

**BACKGROUND:**

The City of Miami Springs currently has a contract for maintaining STAFFORD PARK which expires on September 30th, 2015. The new award will become effective November 1st, 2015.

**REQUIREMENTS:**

**A. Mowing:**

Stafford Park shall be mowed with a "reel" mower (on days set by City Staff that do not interfere with programming) per the schedules to follow. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged and the cut has even heights. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface, adjacent walks, drives, gutters and curbs or other surfaces concrete/asphalt surfaces shall be removed the same day as the mowing service is performed. 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. All heights of the cut shall be determined by City Staff in accordance with the field conditions. Mowing wet grass shall be avoided whenever possible.

The mowing schedule shall be once per week during the months of November, December, January, February and twice per week during the months of March, April, May, June, July, August, September and October for a total of 87 mowing services annually.

**B. Litter and Debris Control:**

CONTRACTOR shall prior to any mowing, retrieve and dispose of all litter and debris throughout the entire field to avoid shredding or propelling of debris by the mower blades. CONTRACTOR is responsible for the cost of litter and debris disposal.

**C. Fertilization:**

The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by use, wear and tear of fields and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Any areas damaged by over-fertilization shall be replaced at the CONTRACTOR'S expense.

All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

Stafford Field shall require 12 applications annually. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

**D. Aeration: Verticutting, Topdressing:**

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

I. Core aeration: Aerification will assist in relieving compaction caused by constant use of the field and will allow for better sunlight penetration and air circulation throughout the soil and root zone. The CONTRACTOR shall conduct at least 3 aerations annually and perform additional services, as needed.

II. Verticutting: Removal of dead stems and roots between the soil and the green grass shall be performed at least 1 time annually and perform additional services as needed.

III. Topdressing: Application of medium silica sand to provide coverage of 1/4" of topdressing sand to fill divots and assist in leveling of the fields. Minimum of 25 tons per acre shall be performed at least 1 time annually and shall be performed additionally as needed.

The CONTRACTOR shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis.

**E. Disease and Pest Management:**

The primary concerns at Stafford field are mole crickets and fire ants, however, the CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, and other pests including, but not limited to white fly by spraying affected areas with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

After each chemical application, the CONTRACTOR must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.

Disease and Pest Management shall be performed at least 2 times annually. (One (1) in October and one (1) in April) and both applications before the full moon of each month.

**F. Application of Herbicides (Pre-Emergents):**

All turf shall be maintained in a weed free condition. The CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior written approval by the CITY as to type, location and method of application. 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.

After each chemical application, the CONTRACTOR must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.

The CONTRACTOR shall keep records as prescribed by law for the use of all pesticides and herbicides by keeping logs stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions. The CONTRACTOR shall provide labels and MSDS (material safety data sheets) for all products used on the fields.

These services shall be performed at least 4 times annually and additional applications as needed.

**EXPERIENCE AND LICENCES:**

CONTRACTOR shall have a minimum of five
s experience in maintaining rolled or high end field services of a similar scope as those services desired by the CITY. **CONTRACTOR shall provide four (4) references and all other proof of providing high end field maintenance services to like fields within the past two years from the date that this**

**RFP is issued**. Relevant experience includes, but is not limited to maintenance of: Bermuda grass; fertilizer and herbicide applications; disease and pest management; and litter control.

**Supervision:** The CONTRACTOR shall provide a qualified on-site full time working Crew Supervisor to manage CONTRACTOR's personnel at the sites. This person shall have full authority to act for the CONTRACTOR on all matters relating to the daily work on the fields and shall be the City's point of contact. The Supervisor shall effectively communicate in English. The Field Supervisor shall have a minimum of (5) five years of experience as a grounds maintenance supervisor on contracts of similar size and scope. A resume shall be submitted with your response.

**Subcontractors:** Subcontracting of the Work is not permitted under this Contract. Contractor shall **not** utilize a subcontractor, such as a labor staffing company, to obtain staffing to perform the Work.

**Education and Degree:** CONTRACTOR must have at least one full time employee on site during the scheduled dates of service with a degree in turf management, agronomy, horticulture or a related field to manage this project.

**Licenses:** CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits, including, but not limited to, disease and pest control, herbicides, irrigation, horticultural services, etc.

Turf Grass: Company must have a proven history in the care and maintenance of Bermuda grass for high end fields such as Stafford Park.

Pesticide Certification: CONTRACTOR must have a certified pesticide operator through the State of Florida, Department of Health and Rehabilitative Services. This individual must be the one to perform any pesticide applications for this contract.

Herbicide Certification: CONTRACTOR must have a certified herbicide operator through the State of Florida, Department of Health and Rehabilitative Services. This individual must be the one to perform any herbicide applications for this contract.

**INVOICES AND PAYMENTS:**

The CONTRACTOR shall invoice on a monthly basis and must include the site locations and dates cut. Payments shall be based on the invoices submitted on a monthly basis for Work performed in the previous month.

**PERSONNEL REQUIREMENTS:**

The CONTRACTOR shall manage the scope of work required to assure adequate and timely completion. Such management shall include, but is not limited to, planning, scheduling, maintaining of records and quality control.

Personnel shall wear proper and distinct clothing for easy identification bearing the name of the company. The CONTRACTOR shall maintain satisfactory standards of employees competency,

conduct, appearance and integrity and shall take such disciplinary action against employees, as necessary.

**HOURS TO PERFORM WORK:**

Work may be performed Monday- Friday during the hours of 8:00 A.M. through 30 minutes prior to sundown, unless permission is given in writing by the Recreation Director or his designee.

As defined in Chapter 440.102 Florida Statutes and Chapter 38-F9 of City Code

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Check ☐ if there are workplaces on file that are not identified here.

_____
Name of Proposer

_____
Authorized Signature

_____
Date

Official Address (including Zip Code)

_____

_____

_____

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# EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS

During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

By: _____

Print: _____

Title: _____

Date: _____

Business Address: _____

_____

_____

_____

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The applicant certifies that it and its principals:

   (g) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   (h) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (i) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (j) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ _____

Signature Date

Official Address (including Zip Code):

_____

_____

_____

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# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, rule, regulation, or other applicable governmental provisions,

FIRM ("_____) shall indemnify, defend and hold harmless FIRM

OWNER and PROJECT MANAGER, their representatives, officers, officials, and employees ("Indemnitees"), from and against all claims, damages, losses, liens, causes of action, suits, judgments, costs or expenses, including but not limited to reasonable attorney's fees ("Claims"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by the FIRM in the performance of the Contract.

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# ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein RFQ will be paid to any employees of the City of Miami Springs, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm(s) or by an officer of the corporation.

By:_____

Title:_____

Sworn and subscribed before this

_____ day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

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# NON-COLLUSIVE AFFIDAVIT

State of )
) SS:
County of )

_____, being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of

_____ , the Offeror that has submitted the attached Offer;

b) He/she is fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;

c) Such Offer is genuine and is not collusive or a sham Offer;

d) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm(s), or person to submit a collusive or sham Offer in connection with the Work for which the attached Offer has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Offer or of any other Offeror, or to fix any overhead, profit, or cost elements of the Offer price or the Offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work.

Signed, sealed and delivered in the presence of:

By: _____ _____
Witness (Signature)

_____ _____
Witness (Printed Name) (Title)

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**COMPANY NAME:**

| | 1<br>Item # | 2<br>Description | 3<br>Unit of Measure | 4<br>Rate per Column 3 | 5<br>Times Annually | 6<br>Total Annual Rates |
|---|---|---|---|---|---|---|
| **STAFFORD FIELD** | | | | | | |
| | A | Mowing | per mow | $ - | X 87 = | $ - |
| | B | Litter and Debris Control | included in Mowing | Included in Mowing | N/A | Included in Mowing |
| | C | Fertilization | per application | $ - | X 12 = | $ - |
| | D | Aeration | per service | $ - | X 3 = | $ - |
| | E | Vericutting | per service | $ - | X 1 = | $ - |
| | F | Topdressing | per application | $ - | X 1 = | $ - |
| | G | Disease and Pest Management | per application | $ - | X 2 = | $ - |
| | H | Herbicides | per application | $ - | X 4 = | $ - |
| | | | | | **TOTAL COST FOR STAFFORD FIELD:** | |

Signature: _____

**(SEAL)**

State of: **Florida** County of : **Miami-Dade**

Subscribed and sworn to before me this _____ day of _____ 2015.

Notary Public: _____ My Commission expires: _____

Stafford Park
501 East Drive
Legend
Stafford Park Athletic Field
Google earth
©2015 Google
400 ft
N