



MARGATE COMMUNITY REDEVELOPMENT AGENCY
5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33065

**REQUEST FOR PROPOSAL (RFP) NO. MCRA 2015-04
MAINTENANCE OF LANDSCAPE AND IRRIGATION**

PRE-PROPOSAL DATE: Monday, August 17, 2015

PRE-PROPOSAL TIME: 10:00 AM

PROPOSAL SUBMISSION DATE: Monday, August 24, 2015

PROPOSAL SUBMISSION TIME: 2:00 PM

BOND REQUIRED: NO

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

**MARGATE COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR PROPOSAL**

**MAINTENANCE OF LANDSCAPE AND IRRIGATION
RFP NO. MCRA 2015-04**

A. SUBMISSION OF PROPOSAL

1. The City of Margate Community Redevelopment Agency ("MCRA") located in Margate, Florida is soliciting detailed proposals ("Proposals") from qualified and experienced landscape Contractors to provide "Maintenance of Landscape and Irrigation" for the median areas of State Road 7, Atlantic Boulevard, Margate Boulevard and all MCRA owned properties in accordance with the specifications, terms, and conditions contained in this Request For Proposal (RFP).
2. The City of Margate Community Redevelopment Agency, Margate, Florida will accept sealed proposals until 2:00 PM, Monday, August 24, 2015 for the purpose of selecting a firm to provide maintenance of landscape and irrigation services under the supervision of the Margate Community Redevelopment Agency (MCRA.)
3. **NO FAXED OR ELECTRONICALLY SENT PROPOSALS WILL BE ACCEPTED.** Proposals received after the above date and time will not be accepted nor considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the Purchasing Division, Finance Department, City of Margate, City Hall, 5790 Margate Blvd., Margate, FL 33063 prior to the proposal opening date and time.
4. Submit one clearly marked original signed copy, and five (5) photocopies of your proposal (**NO THREE RING BINDERS PLEASE**) and one (1) electronic version on disk (no flash drives) to:

Purchasing Division
City of Margate
City Hall
5790 Margate Boulevard
Margate, FL 33063

Proposals shall be submitted in one sealed package, clearly marked on the outside, "SEALED PROPOSAL FOR MAINTENANCE OF LANDSCAPE AND IRRIGATION SERVICES", RFP NO. MCRA 2015-04.

Under no circumstances shall an electronic copy be e-mailed to the MCRA or the Purchasing Division of the City of Margate.

B. In order for a proposal to be deemed responsive the following must be submitted:

- a. RFP Proposal Form pages 30 – 31, completed with a manual signature by an authorized company representative, and all other information furnished in the spaces provided.
- b. Price Schedule Proposal Form (Attachment "A"), pages 23 – 26, completed with a manual signature by an authorized company representative, and all other information furnished in the spaces provided.
- c. Proof of Insurance as required by proposal
- d. Equipment and Manpower Listing
- e. Non-Collusive Affidavit
- f. Proposal Security, if required
- g. Reference Sheet
- h. Drug-Free Workplace Program Form
- i. Copies of all licenses, certifications and registrations including business, contractor, tree trimmer, arborist, pest control and nursery.

C. PRE-PROPOSAL CONFERENCE

The MCRA will conduct a **MANDATORY** pre-proposal conference for all prospective proposers at 10:00 AM on **Monday, August 17, 2015** in the City of Margate Commission Chambers, City Hall, 1st Floor, 5790 Margate Boulevard Margate, FL 33063.

There will be a mandatory guided tour of the areas to be serviced within the MCRA immediately following the pre-proposal conference. All proposers must contact the Purchasing Division by **Thursday, August 13, 2015**, not later than 10:00 AM at (954) 935-5346 to register for the tour. There is a limit of two (2) employees per CONTRACTOR for the tour and all desiring to take the tour must execute a site visit release/waiver of liability (Attachment "C") prior to the tour. Approximate length of the pre-proposal tour should be 1 – 2 hours, so please plan your schedule accordingly.

Proposers must attend the pre-proposal conference and present inquiries during this time period. As the pre-proposal conference and tour may not adequately detail areas of service, proposers are encouraged to contact the MCRA at (954) 935-5324 to request permission to access any area to be serviced.

D. FURTHER INFORMATION

Each proposer shall examine and review the RFP documents. Should clarification or additional information be required a written request must be submitted to the Purchasing Division no later than seven (7) days prior to the

date for submission. Questions may be emailed to the Purchasing Division at purchase@margatefl.com. At its discretion, the MCRA may answer such inquiries by means of a written addendum. The MCRA shall not be responsible for oral information given by any person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If addenda are issued to the Request for Proposal, the MCRA will attempt to notify all known prospective proposers, however, it shall be the responsibility of the each proposer, prior to submitting their proposal, to contact the Purchasing Division of the City of Margate at (954) 972-6454 to determine if addenda were issued and to make such addenda a part of the proposal.

Any addenda or answers to written questions supplied by the City to participating Offerors become part of the Request for Proposal and the resulting contract. The addendum acknowledgement form shall be signed by an authorized Company representative, dated and returned with the Proposal.

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussion with any MCRA employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communication from Offerors which are signed and in writing will be recognized by the MCRA as duly authorized expressions on behalf of the Offeror.

All contact regarding this solicitation shall be through the City of Margate Purchasing Division which includes the selection and evaluation portion of this RFP process. Contractors are not permitted to contact any members of the selection and evaluation committee.

E. BACKGROUND AND INTRODUCTION

The MCRA oversees and maintains landscape and streetscape improvements along State Road 7, Atlantic Boulevard, and Margate Boulevard median areas.

In addition, the MCRA owns 16 parcels of which two (2) contain shopping centers and paved parking. The remaining parcels are vacant.

F. SCOPE OF SERVICES

The MCRA is seeking a landscape and irrigation maintenance Contractor for maintenance services on MCRA-owned properties (approximately 36 acres) and median areas within various rights of way on Atlantic Boulevard, 441/SR 7 and Margate Boulevard (approximately 7 miles).

The selected Contractor will be responsible for providing all labor, equipment,

materials, supplies, fuel and incidentals necessary to perform all landscape and irrigation maintenance within the specified areas.

The Contractor will be responsible for following the work schedules and maintenance frequencies for each work item, precisely and shall complete all landscape and irrigation maintenance as scheduled.

Regular maintenance items are scheduled to be completed at various maintenance cycles within each month, including but not limited to, mowing, trimming, edging, monthly irrigation system maintenance, irrigation wet checks following each mowing, weed control, pest control, fertilization, application of mulch, litter control, removal of coconuts, dead palm fronds and branches, and submission of maintenance reports.

Specific maintenance items may require more or less frequent service than one time per month, including but not limited to, mowing, pest control/fertilization, weed control, irrigation system check/irrigation wet checks, pruning/trimming, debris, coconut seed pods and fruit, and frond removal and mulch.

The MCRA shall, at its discretion, reject any equipment that it feels is not adequate for performing the requirements of this contract. If any item(s) of equipment is/are rejected, Contractor shall provide replacement equipment at the Contractor's expense with no delay in scheduled work.

Responsibility of Contractor

The Contractor shall perform all of the requirements of the contract fully on day one, and each and every day thereafter for the term of the contract.

The Contractor shall fully maintain all plant material trusted in their care. All plant material shall be alive and sustain satisfactory growth for each specific kind of plant. Any loss of plant material attributed to the Contractor's negligence and/or non-performance of required landscaping and irrigation maintenance will be replaced in like size and type at no additional cost to the MCRA.

The Contractor shall provide trained and capable supervisors to accomplish the services required under this contract. The supervisor will be capable of verbal and written communication in the English language.

1. Prior to each mowing, the Contractor shall remove all trash, litter and debris from area being maintained. The Contractor shall notify the MCRA representative of damaged plant materials resulting from vehicle damage, storm damage, vandalism or natural cause.
2. The Contractor shall provide a sign-off sheet (Maintenance Report) that lists all of the services provided in each landscaped area during each visit and certify by his signature that they have been accomplished on that date.
3. PROGRESS MEETINGS shall be held a minimum of two times per month (typically during the first and third weeks of each month) with MCRA staff

and/or representative. At minimum Contractor shall have their Supervisor and Horticulture Specialist in attendance at all progress meetings. The primary intent of these meetings will be to address maintenance concerns.

4. Any damage caused by the Contractor to the decorative lights located on Margate Blvd. is the responsibility of the Contractor to replace with same type and size of material at no cost to the MCRA.
5. The Contractor shall employ personnel competent to perform the work specified herein. The MCRA reserves the right to request the removal of Contractor's employee from performing maintenance on the MCRA's grounds where such employee's performance or actions are obviously detrimental to the program.
6. Contractor shall provide all employees with color coordinated uniforms, with the Contractor's business name and / or logo clearly indicated, that shall meet the MCRA's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.
7. Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 4" letters.

G. REPORTING TO MCRA STAFF OR REPRESENTATIVE

This contract will be administered by the MCRA and/or MCRA representative. The Contractor(s) shall furnish to the MCRA, for its approval, a schedule of work to be completed during the upcoming month. The Contractor shall also send documentation of all work completed the previous day to the appropriate MCRA designee to allow for inspection of the work. For any problems found, the Contractor will be notified the same day to make any necessary corrections. The MCRA reserves the right to direct the Contractor(s) to rearrange the schedule to meet the needs of the MCRA.

The Contractor shall maintain an on-site Supervisor within the MCRA limits at all times during the hours of operations, and such supervisor shall be available for communications at all times during the hours of operations via cellular telephone. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated MCRA representative. The Supervisor shall at all times use his experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and property.

The Contractor shall provide a sufficient number of supervised staff to complete the maintenance duties outlined herein five (5) days per week. The Contractor shall also provide sufficient personnel when required for additional services so that the services are completed in a reasonable amount of time to ensure that all work is completed as provided schedules may require

H. LANDSCAPE MAINTENANCE

1. All litter and debris shall be picked up prior to any mowing operations being performed.
2. Mowing wet grass shall be avoided when practical and possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid uneven growth patterns.
3. Mowing - Turf shall be mowed so as to maintain a uniform height (3 - 4 inches), texture and appearance.
4. Any grass clippings or other plant debris remaining on the grass surface after 24 hours shall be removed. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, shrub beds, or drains. In the event that this occurs, the materials shall be removed immediately.
5. Contractor shall trim and properly edge all shrubs, hedges and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings.
6. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging.
7. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edging is done.
8. All hedges shall be pruned monthly or as seasonal growth rates require to insure the best shape, health and character of the individual plant. In specific areas, such as roadway medians or easements all shrubs or groupings of shrubs must be pruned or trimmed as necessary to maintain a specific height requirement. Mechanical trimming may only be utilized when the mechanical trimmers will not damage the health or appearance of the plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc.
9. All areas containing shrubs, ground covers, annuals or bedding plants shall be kept clean and neat in appearance. In addition, Contractor shall be responsible for removing vines from planters, on hedges and on fences.

I. WEED MANAGEMENT

Weeds are to be manually removed from all planting beds, trees, hedges, or ground covers to maintain a neat, weed free condition at all times. The use of contact herbicides is permissible where appropriate as indicated below.

1. Weeds are to be removed from walkways, curbs, pavers, brick fields, and gutter expansion joints and cement noses of concrete medians in all areas within project limits, two (2) times per month. Careful and confined use of contact herbicides is acceptable for these areas. Chemicals shall be applied in a manner to limit drift to six inches (6"). CONTRACTOR is responsible for replacement of all sod or plants damaged by their actions at no additional cost to the MCRA.
2. Chemical Edging. Careful and confined use of chemical applications may be used to kill weeds in and around planters, trees, fence lines, curbs, light poles, electrical boxes, cement medians (concrete separators) and concrete sidewalks, one (1) time per month. Contractor is responsible for replacement of all sod or plants damaged by their actions at no additional cost to the MCRA.
3. The CONTRACTOR shall apply an approved pre-emergent herbicide within planting beds prior to all mulch applications. The herbicide shall be placed in accordance with the manufacturer's recommended rate and application techniques (non-selective herbicide glyphosate such as Roundup) must not be applied within three (3) feet of any palm. Contractor is responsible for replacing all vegetation damaged or destroyed by their actions at no additional cost to the MCRA.

J. CHEMICAL PEST & WEED CONTROL

Contractor shall provide the MCRA or its representative a comprehensive schedule on the first day of each month for the use of all chemicals including Selective and Non-Selective Herbicides. All chemicals should be applied as season may dictate and used primarily as preventative measure rather than as a cure.

A comprehensive program shall be formulated by the Contractor with the Proposal to the MCRA for all Fertilization, Weed and Insect Controls. All applications of any materials shall be based on soil conditions, time of year, particular plant/tree species, target species and all product labeling. All work must be reported to the MCRA Representative prior to application to avoid any possibility of overdose by multiple Contractors. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type 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. Contractor shall have the soil tested a

minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas.

----- NOTE -----

Contractor shall provide MSDS sheets to the MCRA for all chemicals utilized in performance of the work. All applications shall be in conformance with all State, Federal and Local regulations and shall be applied and used as per manufacturer's guidelines. Contractor to provide copy of Certified Pesticide Applicator license prior to starting work.

1. All chemicals should be used and applied to target areas for treatment only.
2. Turf, shrub, tree, groundcover, and insect control shall be for all insects as needed when there is evidence that they exist.
3. Disease control will include identification and diagnosis and application of appropriate fungicide or bactericide as needed when there is evidence that disease exists.
4. Pest control for Medjool, Date Palms and Bismark Palms will include a bud treatment with an insecticide spray for Borers. Applications will be mandatory six (6) times per year in the following months: February, April, June, August, October and December, or as needed in the in-between months applied at the manufacturer's recommended rates.
5. Contractor shall apply all pest control chemicals at the manufacturer's minimum recommended rate needed to achieve effective eradication of plant destroying pests.
6. Areas adversely affected by overspray, such as herbicides, shall be restored at the Contractor's expense for treatment.
7. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions. Submit copies of records to the MCRA representative on a monthly basis.
8. Herbicide treatment will be provided within the same cycle as pesticide application. Follow manufacturer's recommendation rates and application techniques.

K. FERTILIZATION

Fertilizer shall be applied at a rate to maintain the proper health of the plant(s) including all turf, trees, shrubs, groundcover, etc. Contractor shall default to manufacturer's recommended rates on the product label(s) and submit to the MCRA representative the fertilizer specifications and application directions. The Contractor will notify the MCRA representative at least one (1) week prior to the application of fertilizer. The following is a schedule;

1. All trees, except oak trees, are to be fertilized once annually in March with a granular mixture of 12-2-14 70 % time release, three (3) lbs each application broadcast and 12 inches from base to tree. Oak trees shall be fertilized with

one (1) lb. of fertilizer per foot of canopy spread. Canopy spread is the linear distance (diameter) from one end of the canopy through the trunk to the opposite end of the canopy.

2. All Palms are to be fertilized 3 times annually (March, June, and October).
3. Application for all palms, except Sabal Palms, shall be both bud treatment and soil drenching to include a nutritional spray and a systemic fungicide mixed at labeled rates and applied with a rate of at least five gallons (5 gal.) of water to the buds and roots of each palm.
4. All shrubs and ground cover are to be fertilized 3 times per year (March, June, October) with slow release granular mixture Lesco (or equivalent) 12-2-14 which includes micro and macro minor elements, at a rate of 7 lbs. per 1,000 square feet of shrub bed.
5. Turf shall be fertilized two (2) times per year.

L. PRUNING AND TREE TRIMMING

Pruning and tree trimming shall include maintenance, public safety and visibility/sight triangle pruning and trimming. The Contractor shall have a certified arborist on staff or shall have a certified arborist as a sub-contractor to oversee tree trimming operations. Arborist certification shall be by the International Society of Arboriculture and a copy of certification shall be provided to the MCRA with this RFP. All trees and palms shall be pruned for improved structure and to reduce potential hazardous conditions, in accordance with proper arboriculture practices as outlined in ANSI 300a standards.

1. Racking and topping of trees is prohibited by the City of Margate Code of Ordinances and will not be allowed or tolerated.
2. Shrub and Hedge Care. Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by MCRA designee.
3. "Maintenance pruning" on as needed basis to remove dead and/or broken branches, fronds, suckers or sprouts, branches that may hang over walkways, obscure roadway vision, etc.
4. Pruning is to be performed to have shrubs appear orderly and neat at all times by the use of cutters with sharp blades. Machetes will not be permitted for any operation performed under this contract.
5. All plant material shall be pruned to allow natural growth habit unless otherwise requested and in a manner which promotes foliage and flower bud development.
6. Monocot grasses, such as, but not limited to: Fackahatchee grass, Cord grass, Muhly grass and Gamma grass shall be cut back for a maximum height of approximately 3"-4" per year in March. Shrubs and groundcovers should not be allowed to reach heights of more than twice the height of which they were planted. As a general rule, groundcovers should be maintained at a height less than 24" and shrubs should be maintained at a height less than 48" unless otherwise specified by MCRA representative.

7. Palm Trees shall be maintained free of all seed pods and coconuts. Dead and/or brown fronds shall be removed as they occur.
8. Canopy Trees shall be pruned to remove sucker growth and to maintain the natural character of the tree. All damaged, dead or diseased limbs resulting from weather, pests or other causes shall be removed immediately upon identification. If it is determined that there is a perceived need for heavy pruning to thin a tree canopy, prior approval of said thinning shall be obtained by the appropriate MCRA representative, and said pruning shall only be performed in February.
9. Accent Trees such as Ligustrum, Crepe Myrtle, Stoppers and Tabebuia shall be pruned to maintain shape of tree four times per year (November, February, May and August). When located within sight triangles these trees must also be limbed up to eight (8') feet on City and County roads, and eight and one half (8.5') feet on State roads, from roadway pavement elevation. If needed, heavy pruning to thin the canopy shall only be performed in February.
10. Visibility Sight Lines/Triangles - Clear Zones, as defined in the FDOT Roadway and Traffic Design Standard Index 546 (latest edition), shall be maintained at all times. At no time shall plant material be permitted to exceed visibility limits when located within sight triangles.
11. Shrubs within the sight triangle shall not exceed twenty-four inches (24") in height above the adjacent roadway pavement elevation.
12. Clear trunk of trees as measured from bottom of canopy shall be no less than eight (8') feet on City and County roads, and eight and one half (8.5') feet on State roads, above adjacent roadway pavement elevation.
13. For canopy trees, it is intended that these trees remain limbed up as single or multi-trunk specimens. Any sprouting from the base of the tree shall be removed as a part of the pruning operations. In addition, any portion of the canopy extending over the curb line shall be maintained at a clear height of fourteen (14') feet on City and County roads, and sixteen (16') feet on State roads, as measured from the bottom of the canopy to the roadway pavement.
14. Trees, tree limbs or vegetation growing over sidewalks shall not be lower than (8') feet on City and County roads, and ten (10') feet on State roads.
15. The Contractor shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

M. IRRIGATION MAINTENANCE AND REPAIR

The Contractor shall be responsible for the routine maintenance including monthly wet checks, and repair of the irrigation system, including the replacement of sprinkler heads, all underground irrigation pipes, valves, wires, valve boxes, solenoids and actuators, main circuits, controllers to assist with the monitoring of all sprinkler systems on all areas covered by this contract for proper coverage and run times.

1. All replacement parts/components shall be replaced using identical/matching

- parts/components unless approved otherwise by the MCRA representative.
2. Any single repair part with a cost of more than \$125.00 each will be reimbursed by the MCRA provided prior approval of the repair/repair cost is obtained from the MCRA representative in writing. Individual repair parts with a cost of \$125.00 or less each shall be the responsibility of the Contractor.
 3. The Contractor shall be responsible to assist in areas where sprinkler head risers have stuck in the up position, by causing them to lower prior to any mowing operations.
 4. Controllers shall be checked to ensure that the clock is set to begin watering between 5:00pm to 9:00am unless otherwise directed; or in direct violation of any water restrictions.
 5. Any system(s) found to be not operating properly or have any noticeable leaks or breaks shall be reported by the Contractor to the MCRA Representative during the same day found and repaired prior to leaving the premises.
 6. The Contractor shall be responsible for any repair cost with irrigation lines and or heads damaged as a result of the Contractor's landscape maintenance activities.
 7. Contractor will be responsible for replacement of plant materials that die or experience excessive shock due to lack of or too much water.
 8. Contractor must barricade any holes caused by repair to the irrigation system that must be left unattended with lighted barricades. Holes shall not be left open for more than five (5) calendar days and must be filled as soon as the repair is complete.
 9. Contractor shall either be licensed for irrigation work or shall have a sub-contractor that is licensed for irrigation work, to oversee the irrigation maintenance and repair work. The irrigation licensee shall perform, or shall be on site to directly supervise the performance of all irrigation work.

N. MAINTENANCE OF TRAFFIC

Safety procedures shall be implemented during any and all maintenance activities within the road right-of-way. Maintenance of traffic procedures shall be in accordance with Florida Department of Transportation Roadway and Traffic Design Standards Index 600, (latest edition), Manual of Uniform Traffic Control Devices (Part VI), (latest edition), Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition). For the duration of the contract, the Contractor shall employ a worksite traffic supervisor to coordinate and supervise maintenance of traffic activities.

1. The Contractor shall prepare a traffic control plan to be utilized for each phase of maintenance within the road right-of-way. This plan shall be submitted for the MCRA's Engineer for review.
2. The costs of maintenance of traffic training, equipment, implementation and deployment shall be included in the Contractor's price for maintenance.
3. The Contractor shall have a qualified traffic control supervisor on site during all maintenance operations, and shall provide proof that

their onsite traffic supervisor is qualified and has successfully passed the FDOT Basic Training and Restricted Activities Training Maintenance of Traffic (M.O.T.) Courses.

C. LITTER AND DEBRIS REMOVAL

The CONTRACTOR shall remove all litter and debris from landscaped and non-landscaped medians, MCRA Vacant lots, parking lots and sidewalks at City Hall, Shopping Centers and any other surfaces that are within the Map Area boundaries.

1. All hard-surfaced areas shall be cleaned, swept, picked, vacuumed or blown clean of grass clippings and debris after each mowing/trimming/mulching operation.
2. Clippings or other debris shall not be blown onto and left in/on the roadway, roadside gutters, storm drains, sidewalks, parking areas, onto parked or moving vehicles and other structures or equipment.
3. All accumulated clippings, grass cuttings, and other debris shall be removed from the site immediately after the maintenance operation, and shall be disposed of properly.

P. ADDITIONAL ITEMS

1. The Contractor will not be responsible or liable for the condition of the landscape due to: drought, freeze, storm damage, acts of nature, malnutritional demise if fertilization is excluded and traffic mishaps.
2. The Contractor shall do extra Work not specified herein that may be ordered in writing by the MCRA. For the Work, the Contractor shall be paid at the rate named in the Contract for the Work of a similar nature and character.
3. The MCRA is not responsible for payment for any additional work not authorized beforehand in writing.
4. The Contractor shall make their firms staffing assigned to the MCRA, available for emergency work which may likely be other than the Work normally assigned. Except as hereinafter provided, all extra Work ordered and performed in accordance with this paragraph will be paid for at the price in the written order for such Work. The price (or rate) shall be approved by the MCRA and mutually agreed upon by the Contractor.

The Contractor shall conduct their operations in such a manner that no undue hazard will result due to the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health Regulations, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor/Vendor or his surety.

Q. TERMS OF ENGAGEMENT

The MCRA anticipates entering into a one (1) year contract term commencing after contract approval by the MCRA Board and "Notice to Proceed" issuance with an option to renew for two (2) one (1) year extension terms.

R. DETAILED SUBMITTAL REQUIREMENTS

Please submit one (1) original, five (5) bound (no three-ring binders) copies along with one (1) electronic copy in PDF format (USB or CD media) of the proposal to include the following:

Firm Qualifications

The proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project.

1. Cover letter – to include a brief description of firm and understanding of the Scope of Work
2. Company statement explaining your approach and plan that would be the most effective and beneficial to the MCRA
3. Profile of the firm
4. Name, address and contact person
5. Number of years in business
6. Areas of expertise and contracted services
7. Why the firm should be considered for these services
8. Familiarity with government

Minimum qualifications for the firm and key forepersons/supervisors assigned to the work and include the following:

1. Five (5) years or more of landscape maintenance experience in servicing projects of like size.
2. Technical knowledge of the best maintenance practices for the green industry.
3. Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner.
4. Have adequate equipment and operators to fulfill maintenance obligations and to provide timely replacement of such due to unforeseen failure(s).
5. Have the necessary valid business license(s).
6. Resumes of key forepersons/supervisors assigned to the work.

7. Provide a minimum of three references from firms or municipalities of a similar size and scope of work for whom you have or are currently performing work for must be provided. Phone numbers and contact names must be included.

Along with the sealed proposals, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

- Contractor shall have been in continuous service and incorporated, in the State of Florida for a minimum of five (5) years.
- Contractor must have a proven history in the care and maintenance of various grasses, shrubs and ground covers. Company employees must possess knowledge of types and species of landscaping along with general problems that are consistent with particular grasses or plants.
- Contractor must be fully licensed with all required State and/or Local government licenses and permits for pest control, horticultural services, etc.
- Contractor must have at least one full time employee with a thorough working knowledge of turf management, plant identification and common problems related to the species of plant being maintained.
- Contractor must have a certified pesticide operator (Ornamental and Turf License) through the State of Florida, Department of Health and Rehabilitative Services. This individual will perform any pesticide/herbicide applications for this project.

The Proposer must be financially stable and provide such information to the MCRA if requested.

Price Proposal

Submit your completed Price Schedule Proposal Form (Attachment "A") pages 23 – 26, with manual signature by an authorized company representative, and the completed Price Schedule Proposal Submission form.

Equipment Listing

Proposer shall supply a complete list of all equipment (rented, leased or owned) to be utilized in the execution of this contract and where the equipment is located.

Provide other attachments necessary pursuant to the requirements stated herein with a clear reference to the applicable section of the Request for Proposal for any additional information furnished. Attachment pages should indicate the company name and page XX of XX.

S. PERSONNEL AND EQUIPMENT

The Contractor shall employ personnel competent to perform the work specified herein. The MCRA reserves the right to request the removal of a Contractor's employee from performing maintenance on the MCRA grounds where such employee's performance or actions are obviously detrimental to the program.

Contractor shall provide all employees with color coordinated uniforms, with the Contractor's business name and/or logo clearly indicated, that shall meet the City's and MCRA public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 4" letters.

Contractor shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the MCRA may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the MCRA. The Contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

The Contractor shall be responsible for the safe storage of all materials and equipment at his sole expense. The Contractor shall be prohibited from the use of chemicals on any site without the written consent of the MCRA. In order to obtain consideration for chemical use consent, the Contractor shall furnish to the MCRA the name of the chemical, manufacturer label and manufacturer safety data sheet (MSDS).

If the Contractor discovers damages, vandalism or theft, the Contractor shall immediately notify the MCRA of same, and shall file a police report of the occurrence.

T. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Firm's Qualifications, Expertise & Experience	40
Personnel and Equipment	20
Price Proposal	25
References	15

The MCRA reserves the right to request additional information and/or request interviews from proposers in order to make any recommendations related to this solicitation. The MCRA reserves the right to accept all or a portion of the proposals as submitted per the Scope of Work provided.

The MCRA also reserves the right to split contracted services if it is in the best interest of the MCRA. The MCRA reserves the right to award this proposal to the proposer, which in its sole discretion believes best serves its interest. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

U. AWARD OF CONTRACT

The MCRA reserves the right to award the contract to the responsible offeror whose proposal and resulting contract is determined to be the most advantageous in the sole discretion of the City and/or MCRA, taking into consideration the evaluation factors and criteria set forth in this request for proposals.

The MCRA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities in any proposal, and/or to request resubmission. There is no obligation on the part of the MCRA to award the contract to the lowest proposer or any proposer.

The Contract shall be in the form approved by the MCRA. The final Contract will be subject to the approval of the Board of the Margate Community Redevelopment Agency.

V. COSTS INCURRED BY THE PROPOSER

All expenses involved with the preparation /and or presentation and submission of Proposals to the MCRA, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the MCRA.

W. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

EVENT	DATE (ON OR BY)
1. Issuance of Requests for Proposals	Thursday, July 30, 2015
2. Pre-Proposal Conference and Tour	Monday, August 17, 2015
3. Submission of Proposals	Monday, August 24, 2015
4. Proposal Evaluations	Wednesday, August 26, 2015
5. Contract Negotiations	Monday, August 31, 2015
6. Award of Contract	Wednesday, September 9, 2015

The MCRA reserves the right to waive or delay scheduled dates.

X. PAYMENT

Payments to the Contractor shall be paid on a bi-weekly basis for work that has been completed and accepted by the MCRA. Payment shall be based on the submitted per cut or per service cost proposed by the Contractor. No partial payments shall be made for work in progress and not yet accepted by the MCRA. Invoices shall be submitted to the Contract Administrator, or designee for goods and services delivered. Invoices shall not reflect sales tax. The MCRA reserves the right to withhold and/or reduce an appropriate amount of any payments for goods or services not received or for unsatisfactory performance of contractual requirements. Compensation to the CONTRACTOR shall be the unit price proposed for work scheduled and completed each month and subject to receipt of a proper invoice, and verification and acceptance of the work by the MCRA.

Y. INSURANCE

Please have an insurance representative carefully review any insurance coverages and conditions prior to submitting your proposal to ensure compliance with the insurance requirements of the RFP.

Refer to the example Certificate of Insurance attached to this RFP.

Z. GENERAL CONDITIONS

- 1. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** "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 of 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, supplies, sub-contractor, 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.
- 2. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 3. EXPENSES:** All expenses for making the proposal to the MCRA are borne by the Proposer.
- 4. WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.
- 5. LAWS AND REGULATIONS:** All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the City of Margate will apply to any resulting contract.
- 6. RESULTING CONTRACT:** Any contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MCRA and shall contain, at a minimum, applicable provisions of the Request for Proposal. The MCRA reserves the right to reject any contract that does not conform to the Request for Proposal and any MCRA requirements for contracts and contracts.
- 7. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must indicate if any MCRA employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

8. COPYRIGHTS AND PATENT RIGHT: Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the MCRA harmless from any and all liability, loss or expense by any such violation.

9. TAXES: The MCRA is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

10. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE: The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

11. NON-COLLUSIVE STATEMENT: By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, contract, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to Non-Collusive Affidavit form attached (pages 46 – 47).

12. ASSIGNMENT: Successful Proposer may not assign or transfer this contract in whole or part without prior written approval of the MCRA.

13. TERMINATION FOR CONVENIENCE OF MARGATE COMMUNITY REDEVELOPMENT AGENCY: Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the MCRA may without cause and without prejudice to any other right or remedy, terminate the contract for the MCRA's convenience whenever the MCRA determines that such termination is in the best interests of the MCRA. Where the contract is terminated for the convenience of the MCRA, the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the MCRA under the termination clause and the extent of the termination. Upon receipt of such notice, the Contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-Contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

14. LITIGATION VENUE: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida

- 15. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the MCRA for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 16. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the MCRA at once, indicating in their letter the specific regulation which required an alteration. The MCRA reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the MCRA.
- 17. OSHA/PRODUCTS:** Proposer warrants that the products supplied to the MCRA conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.
- 18. NOTICES:** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.
- 19. WARRANTY:** Successful offeror warrants that all equipment and materials to be supplied pursuant to the Contract will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.
- 20. LIABILITY FOR DAMAGES OR LOSS:** The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.
- 21. WAIVER OF JURY TRIAL: MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 22. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE MCRA, THEIR OFFICERS**

AND EMPLOYEES, FROM OR ON ACCOUNT OF ALL DAMAGES, LOSSES, LIABILITIES AND COSTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL WRONGFUL MISCONDUCT OF THE CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

23. WORKING HOURS AND INSPECTIONS: The MCRA working hours are Monday through Thursday 8 AM – 6 PM. CONTRACTOR must plan for and schedule inspections within the MCRA and/or MCRA's representative working hours.

Contractor can perform work Monday – Friday from Dawn to Dusk. Work on Saturday or Sunday is not permitted unless a special request is made to the City of Margate 48 hours in advance. All such requests must be approved by the City Manager.

24. NO WAIVER: No waiver of any provision, covenant or condition within this contract or of the breach of any provision, covenant or condition within this contract shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

25. CITY PERMITS: If applicable, the Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building departments. City permit fees will not be waived and should be included in your bid proposal. A City permit fee schedule can be obtained from the City website at www.margatefl.com, under the Building Department by clicking on the link provided for permit fees.

26. RATES: Shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require the approval of the MCRA. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the MCRA in writing ninety (90) days prior to the contract anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the MCRA's satisfaction the Executive Director of the MCRA or designee reserves the right to terminate the contract at the end of the initial contract term.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

PRICE SCHEDULE PROPOSAL FORM

ATTACHMENT "A"

TO: THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY

(Fill in all blanks and return with your proposal)

IN ACCORDANCE WITH YOUR REQUEST FOR PROPOSALS AND THE SPECIFICATIONS CONTAINED HEREIN THE UNDERSIGNED PROPOSES THE FOLLOWING:

NAME OF PROPOSER: _____

ADDRESS: _____

NAME OF SIGNER: _____
(Print or Type)

TITLE OF SIGNER: _____ DATE: _____

SIGNATURE: _____

PHONE NO: _____

NOTE: ALL PROPOSALS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

RFP NO. MCRA 2015-04

PRICE SCHEDULE PROPOSAL SUBMITTAL
Landscape and Irrigation Maintenance
Refer to Maps A, B and C

LANDSCAPE MAINTENANCE INCLUDES; MOWING, TRIMMING, EDGING, WEED CONTROL, MONTHLY SUPPLEMENTAL MULCHING, LITTER AND DEBRIS PICK UP. The cost of turf and tree fertilization, chemical pest control, one time preparation and major application of mulch, preparation and installation of annuals, shrub and tree pruning are cost separately under the appropriate Bid Items.

Weeds are to be manually removed from all planting beds, trees, hedges, or ground covers as needed to maintain a neat, weed free condition at all times

Bid Item	Map Area	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
1	1	Vacant Property intersection of NW 17 th St & Banks Rd.	Landscape maintenance	No	
			27 Cuts per year		
2	2	Western Vacant Lot Located at the intersection of NW 15 th St. and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
3	3	Eastern Vacant Lot Located at the intersection of NW 15 th St. and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
4	4	Western Vacant Lot Located at the intersection of Coconut Creek Parkway and SR 7.	Landscape maintenance	No	
			27 Cuts per year		
5	5	Southwestern Vacant Lot Located at the intersection of Seton Drive and SR 7.	Landscape maintenance of the vacant Lot	No	
			27 Cuts per year		
6	6	Vacant Lot located on SR 7.	Landscape Maintenance of the vacant lot	No	
			27 Cuts per year		
7	7	Vacant Lot located on SR 7.	Landscape Maintenance of the vacant lot	No	
			27 Cuts per year		
8	8	Vacant Lot located northwest of the intersection of Margate Blvd and SR 7.	Landscape and Irrigation Maintenance of the vacant Lot	Yes 1 Hunter Controller 5 zones	
			41 Cuts per year		
9	9	Shopping Center located northeast of the intersection of NW 58 th Ave. and Margate Blvd.	Landscape and Irrigation Maintenance	Yes 1 Hunter Controller 2 zones	
			41 Cuts per year		
10	10	Vacant Lot located on Margate Blvd., south of the City Hall Municipal Complex.	Landscape and Irrigation Maintenance	Yes 1 Toro Controller 4 Zones	
			41 Cuts per year		

Bid Item	Map Area	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
11	11	Shopping Center located southwest of the intersection of Margate Blvd. and SR 7.	Landscape and Irrigation Maintenance 41 Cuts per year	Yes 1 Rainbird Controller 4 zones 1 Nelson Solenoid 1 Zone	
12	12	Vacant Lot located southwest of the intersection of Margate Blvd. and SR 7.	Landscape and Irrigation Maintenance 41 Cuts per year	Yes 1 Hunter Controller 2 zones	
13	13	Vacant Lot located northeast of the intersection of Park Drive and SR 7.	Landscape Maintenance 27 Cuts per year	No	
14	14	Vacant triangle shaped lot located on SR 7 where Park Dr. and Margate Blvd. reach a dead end.	Landscape Maintenance 27 Cuts per year	No	
15	15	Vacant Lot southwest of the intersection of Park Drive and SR 7.	Landscape Maintenance 27 Cuts per year	No	
16	16	Medians located along Margate Blvd. between E. River Dr. and SR 7.	Landscape and irrigation maintenance 41 Cuts per year	Yes 1 Toro Controller 11 zones	
17	17	The divided road on Atlantic Blvd. between just East of SR 7 and continuing East to the City limits as depicted on the map.	Landscape and irrigation maintenance, and associated maintenance of traffic, of the landscape medians 41 Cuts per year	Yes 3 Leit Solar Controllers 1 Controller 4 zones 1 Controller 6 zones 1 Controller 9 zones	
18	18	SR 7 between E. SW 8 th Ct. and a point approximately 922 feet north of the intersection of SR 7 and NW 31 st Street as depicted on the map.	Landscape and irrigation maintenance, and associated maintenance of traffic, of medians in the area of the divided road 41 Cuts per year	Yes 12 Leit Solar Controllers 2 Controllers 1 zone 1 Controller 2 zones 2 Controllers 4 zones 3 Controllers 5 zones 1 Controller 7 zones 1 Controller 8 zones 2 Controllers 9 zones 1 Controller 13 zones 1 Controller 14 zones 6 Nelson Solenoid battery operated valves North of 31 st Street 2 zones	

Map Areas 1-7 and 13-15, should be mowed every 10 days for the months of April - October and every 21 days the months of November - March.

Map Areas 8-12 and 16-18, should be mowed weekly beginning the first Monday in April- November and every other week December - March.

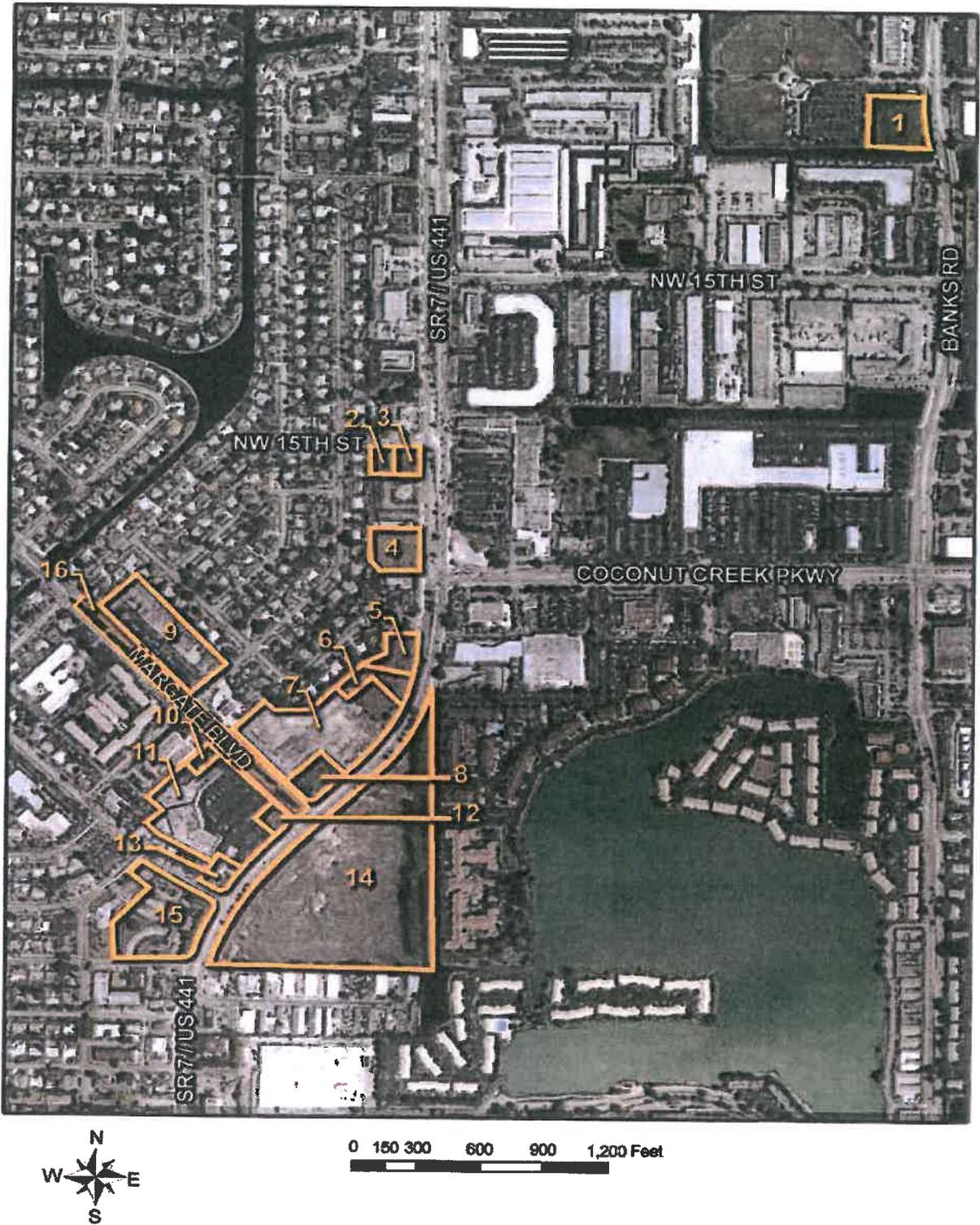
Bid Item	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
19	Map areas: 8,9,10,11,12,16,17,and 18	FERTILIZATION Turf, tree, shrub and ground cover fertilization	Yes	
20	Map areas: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18	PRUNING /TRIMMING Pruning and trimming trees, shrubs and ground cover	No – Map Areas 1-7 and 13-15 Yes – Map Areas 8-12 and 16-18	
21	Map areas: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18	PESTICIDE TREATMENT	No – Map Areas 1-7 and 13-15 Yes – Map Areas 8-12 and 16-18	
22	Map areas: 8, 9, 10, 11, 12, 16, 17, and 18	HERBICIDE TREATMENT	Yes	
23	Map areas 8, 9, 10, 11,12,13,15,16,17, and 18	MULCH One (1) major mulching applied one time per year approx. 270 yards.	N/A	
24	Map areas: 16	INSTALLATION OF ANNUAL PLANT MATERIAL Plant material should be durable and add color to the median and nose areas of Margate Blvd. and changed as necessary to maintain an aesthetically pleasing City Center Gateway area.	Yes	

LITTER REMOVAL SERVICE NEEDED 365 DAYS PER YEAR INCLUDING HOLIDAYS AND WEEKENDS.

Bid Item	Description of Service Area	Services to be Provided	Irrigation	Cost Per Year
25	Map Areas: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,16, 17 and 18	Litter and debris shall be removed daily and before each mowing.	N/A	

Map Area A

City of Margate CRA: Landscape Maintenance (Properties)

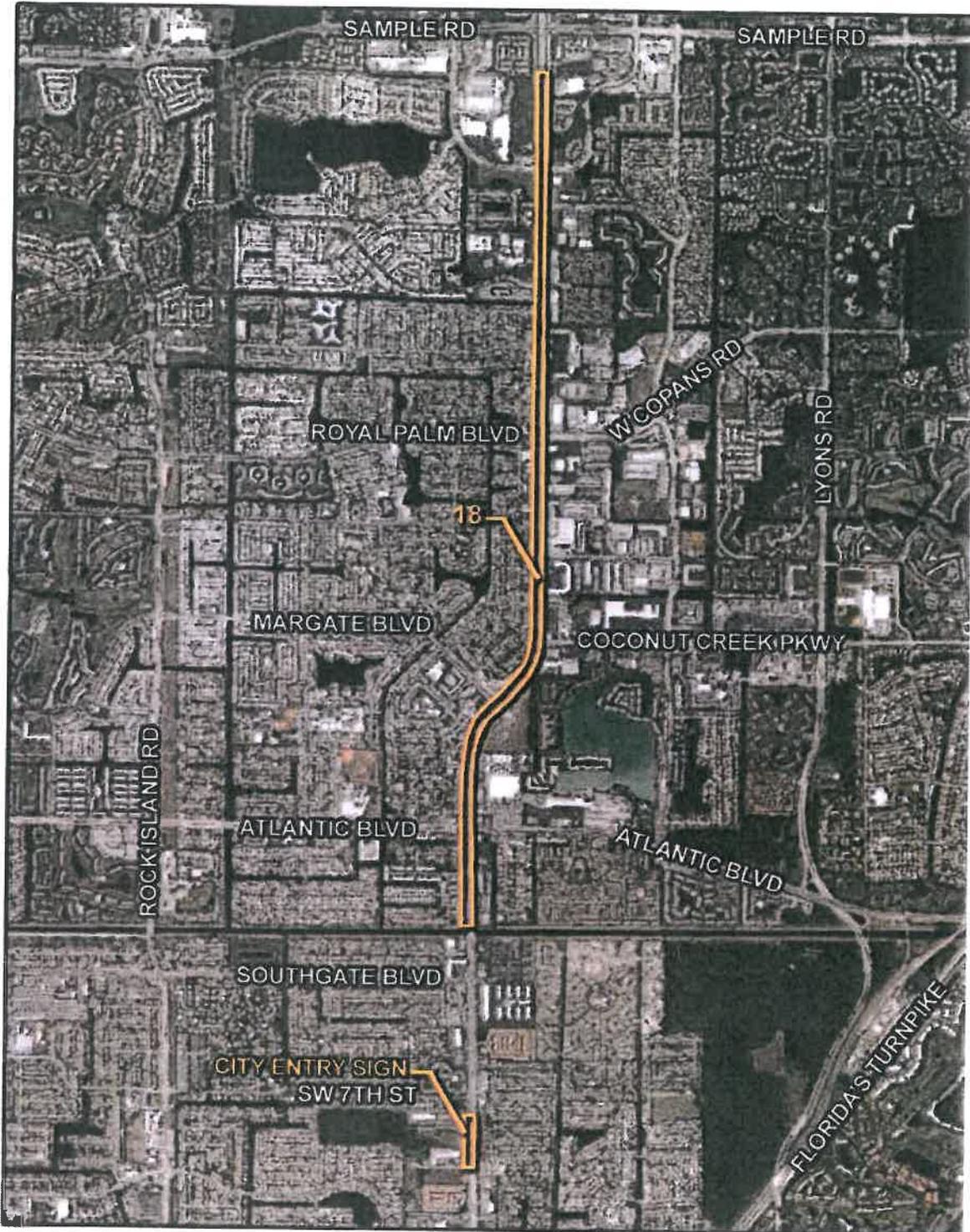


Map Area B

City of Margate CRA: Landscape Maintenance (Atlantic Blvd. Medians)



City of Margate CRA: Landscape Maintenance (SR 7 / U.S. 441 Median



RFP PROPOSAL FORM NO. MCRA 2015-04

BID TO: THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

RFP NO. MCRA 2015-04 MAINTENANCE OF LANDSCAPE AND IRRIGATION

2. Proposer accepts all of the terms and conditions of the RFP Documents including disposition of the Bid Security if required.

3. The RFP will remain open until a contract is awarded unless otherwise required by law. Bidder will enter into an Agreement with the Margate Community Redevelopment Agency, and will furnish the insurance certificates, Payment Bond and Performance Bond (if required by the Contract Documents).

4. It is the Contractor's responsibility to contact the City and/or MCRA prior to the RFP submission date and time to determine if any addenda have been issued on the project. Proposer has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number _____	Date _____
_____	_____
_____	_____

5. Proposer has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.

6. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Bid. Proposer has not solicited or induced any person, firm or corporation to refrain from bidding and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

To all the foregoing, and including all Proposal Schedule(s) and Information Required of Proposer contained in this Proposal Form, said Proposer further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Proposal Price(s) submitted and agreed upon.

NAME OF FIRM: _____

ADDRESS: _____

NAME OF SIGNER _____
(Print or Type)

TITLE OF SIGNER _____

SIGNATURE: _____ DATE: _____

TELEPHONE NO.: _____ FACSIMILE NO. _____

OFFEROR'S CERTIFICATION
RFP NO. MCRA 2015-04

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION
RFP NO. MCRA 2015-04

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION
RFP NO. MCRA 2015-04

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this day of _____, 201__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION
RFP NO. MCRA 2015-04

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Company Name) on behalf of the corporation, who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.
WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT
RFP NO. MCRA 2015-04

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:

(Printed Name)

(Title)

ACKNOWLEDGMENT
37

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

OFFEROR'S QUALIFICATIONS STATEMENT
RFP NO. MCRA 2015-04

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY:	
NAME:	Corporation
ADDRESS:	Partnership
PRINCIPAL OFFICE:	Individual
	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____
The address of the principal place of business is: _____

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the

businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of five (5) owners, individuals or representatives of owners with the most knowledge of work which you have performed, and to which you refer.

N/A – Required in RFP Request

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

(name)	(address)	(phone)
--------	-----------	---------

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

N/A Included in RFP Request

11. State the name of the individual who will have personal supervision of the work:

N/A Included in RFP Request

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

RFP NO. MCRA 2015-04

Respondent certifies that all material, equipment, etc. contained in this RFP meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful respondent, and the material, equipment, etc., delivered is subsequently found to be deficient by any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by respondent.

OCCUPATIONAL HEALTH SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this RFP must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - a. The potential for fire, explosion, corrosiveness and reactivity.
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Signature _____ DATE: _____

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE: _____

