

# **REQUEST FOR PROPOSALS (RFP)**

## LANDSCAPE MAINTENANCE SERVICES

# RFP NO. 2023-003

September 5, 2023

Town of Sewall's Point One South Sewall's Point Road Sewall's Point, FL 34996 (772) 287-2455

## LEGAL NOTICE

The Town of Sewall's Point (the "Town") is soliciting written proposals from landscaping firms/individuals (collectively hereinafter referred to as "firm" or "firms") interested in performing landscape maintenance services for the Town. Interested firms may pick up or request a copy of the Request for Proposal (RFP) from the Town Clerk at Town Hall, One South Sewall's Point, Florida 34996; by telephone at 772-287-2455 Extension 14; or by email at AStoncius@sewallspoint.org.

**RFP packages shall be submitted to the Town on or before 11 a.m. on October 6, 2023.** Sealed envelopes should be marked as follows: **RESPONSE TO TOWN OF SEWALL'S POINT RFP REGARDING LANDSCAPE MAINTENANCE SERVICES.** No responses will be accepted after that time.

Request for Proposals (RFP) packages can be submitted electronically through DemandStar by firms responding to this RFP on or before **<u>11:00 a.m. on October 6, 2023</u>**.

Selection will be in accordance with the RFP, the Town's Purchasing Code and policies, and all applicable federal, state, and local requirements. The Town Manager or an Evaluation Committee shall evaluate the proposals submitted by the firms using criteria as outlined in the RFP and recommend the firm that offers the most advantageous opportunity to the Town Commission. The Town Commission will select the firm that offers the Town the most advantageous opportunity. The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to Robert Daniels, Town Manager, 1 South Sewall's Point Road, Sewall's Point, Florida 34996; email <u>RDaniels@sewallspoint.org</u>.

Dated: September 5, 2023

**Town of Sewall's Point** 

Published: Stuart News

#### **I. GENERAL TERMS AND CONDITIONS**

## 1.0 Scope of Services

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the maintenance required. The scope of services is anticipated to include but not be limited to landscape maintenance services as described in **Exhibit A**, which is included hereto and incorporated herein by this reference. There is no guarantee of a minimum amount of work under any resulting contract. These tasks are not to be construed as a complete statement of all duties to be performed. The awarded contractor ("Contractor") may be required to perform other job-related duties as required. All services shall be performed and completed in compliance with all applicable codes, laws, rules, and regulations governing these services. The firm shall have all proper licenses and permits as required by law.

## 2.0 No Oral Interpretations of the RFP; Reviewing RFP; Addenda

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. By submitting proposals, a firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the Americans with Disabilities Act, this RFP may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than <u>**11**</u> a.m. on October 6, 2023, each firm shall deliver to the Town all of the firm's questions concerning the intent, meaning and interpretation of this RFP. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm's questions may be delivered to the Town by hand-delivery, mail or e-mail, but all such submittals shall be in writing and addressed to:

Town of Sewall's Point Robert Daniels, Town Manager 1 South Sewall's Point Road Sewall's Point, Florida 34996 <u>RDaniels@sewallspoint.org</u>

If revisions to this RFP become necessary, the Town will issue a written addendum. The Town will endeavor to make sure all participating firms receive such addendum by posting the addendum on the Town's website (<u>www.sewallspoint.org</u>); however, it is the sole responsibility of every firm to verify with the Town whether any addendum has been issued prior to submitting sealed proposals. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form, which is attached

hereto as **Exhibit I.** The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect proposals submitted in response to this RFP.

## 3.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFP.

Advertisement: September 5, 2023 Pre-Bid Meeting: September 13, 2023, at 1:00 p.m. \*\*\*<u>A REPRESENTATIVE</u> OF THE CONTRACTOR MUST ATTEND THE PRE-BID MEETING Deadline for Written Questions: September 14, 2023 at 9:00 a.m. Proposals Due Date: October 6, 2023 at 11:00 a.m. Evaluation Committee Meeting: October 6, 2023 at Noon Town Commission Approval: October 10, 2023 at 6:00 p.m.

Any Town Commission or Evaluation Committee meetings will be held at Town Hall, 1 S. Sewall's Point Road, Sewall's Point, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Commission and Evaluation Committee meetings.

## 4.0 Property of the Town

All materials submitted in response to this RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right.

## 5.0 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFP and the work to be performed under the Contract. A firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

#### 6.0 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If any firm believes its proposal contains exempt or confidential information, the firm must identify the same at the time of the submission of the proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

## 7.0 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more proposals that are equal with respect to price, quality, and service, the Town may give preference to the proposal received from a business that completes the attached DFW form, see **Exhibit E**, and certifies it is a DFW.

### 8.0 Communications

Firms interested in submitting a response to this RFP agree not to contact or "lobby" Town Commission members or any employee or agent of the Town at any time during the solicitation period and selection process, with the exception of directing questions/requests for clarification through the Town Manager. Any other contact with the Town in this matter will be considered inappropriate and subject the response to rejection/disqualification.

### 9.0 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The firm shall complete the attached Scrutinized Companies Certification Form, which is attached here as **Exhibit F**.

## 10.0 Cost of Proposal Preparation

The firm assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Town shall not be liable for any expenses incurred by the firm when responding to this RFP, including but not limited to the cost of making presentations to the Town.

#### 11.0 Implied Requirements

Products and services not specifically mentioned in this RFP but which are necessary to provide the services described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

#### **12.0 Proposal of Additional Services**

If a firm indicates, or the Town requests, an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract by amendment thereto signed by both parties.

#### 13.0 Protest Procedures

Firms may protest in accordance with the Town's Code of Ordinances, section 2-263(j).

## 14.0 Non-collusion

The firm certifies, through the submittal of its proposal that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

## 15.0 Code of Ethics; Conflict of Interest

This RFP is subject to the State of Florida Code of Ethics and the Town of Sewall's Point Standards of Conduct Procurement Policy. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit D**.

#### 16.0 Insurance

Prior to the execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

The parties agree and recognize that it is not the intent of the Town of Sewall's Point that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the Town of Sewall's Point and the Town shall not be obligated to provide any insurance coverage other than for the Town of Sewall's Point or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be

amended from time to time. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the Town of Sewall's Point as an additional insured under any other insurance policy or otherwise protect the interests of the Town of Sewall's Point as specified in this Contract.

<u>Workers' Compensation Insurance & Employer's Liability:</u> The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 for each accident, \$100,000.00 for each disease/employee, and \$500,000.00 for each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

<u>Commercial General Liability Insurance</u>: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

<u>Additional Insured</u>: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage must be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Town. Coverage shall extend to independent Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the Town of Sewall's Point, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"Town of Sewall's Point, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract Name and Number."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the Town of Sewall's Point, 1 S. Sewall's Point Road, Sewall's Point, FL 34996, Attn: Town Manager. In the event that the statutory liability of the Town is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the Town, to provide

coverage at least equal to the amended statutory limit of liability of the Town. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

<u>Business Automobile Liability Insurance</u>: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 for each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto Coverage form. The certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

<u>Pollution Insurance</u>: The Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractor's Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The Town of Sewall's Point shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Town. Coverage shall apply on a primary and non-contributory basis.

<u>Waiver of Subrogation</u>: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

<u>Deductibles:</u> All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where a self-insured retention or deductible exceeds \$5,000, the Town reserves the right but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the Town as an Additional Insured without the language "when required by written contract". If the Contractor, independent contractor and/or subcontractor maintain higher limits than the minimums shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Contractor, independent contractor, and/or subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Town shall be endorsed as an <u>"Additional Insured."</u>

The Town, by and through its Town Manager, reserves the right but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

## 17.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the firms. It is the responsibility of a firm to assure itself that the information contained herein is accurate and complete. Neither the Town nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP or on any communications with Town representatives or advisors shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving responses, may accept or reject any or all responses, may accept responses that deviate from the non-material provisions of this RFP, and may postpone the proposal due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) adversely impact the interests of the Town. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting a proposal in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of a proposal, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data relating to the proposal and/or the firm, including the firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to any proposal made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of the award, or in any withdrawal, postponement or cancellation of this RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors. Any proposal that does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

## 18.0 Public Entity Crimes

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### 19.0 Litigation concerning RFP and Resulting Contract

By submitting a Proposal, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the resulting contract shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this Invitation to Bid or the Agreement shall be the state and federal courts in and for Martin County, Florida.

## **II. PROPOSAL, SELECTION, AND AWARD INFORMATION**

### 1.0 Proposal Format and Information

The proposal should address and include the following items:

- Summary of the firm/personnel's experience and qualifications relating to similar local municipal or large HOA or other similar landscape maintenance services;
- Statement regarding vision/mission/overall business practices, marketplace position and identity.
- Specific types of landscape maintenance projects and work performed with a focus on work that would be similar to this Town contract.
- Identify the project superintendent/supervisor and those personnel assigned to this maintenance services including the location of the office.
- Contact information for at least three (3) references (current/recent clients preferred), providing name, address, phone and email of references.
- Proposal Cost Sheet (see Exhibit H).
- Include the following documents (completed and signed where appropriate): Checklist (see Exhibit B), Proposal Submittal and Acknowledgment Form (Exhibit C), Conflict of Interest Form (see Exhibit D), Drug-Free Workplace Form (see Exhibit E), Scrutinized Companies Certification (see Exhibit F), and E-Verify Form (see Exhibit G).
- Copy of required licenses to perform work hereunder.

Each firm shall submit one (1) original, four (4) copies, and one (1) electronic copy of their proposal in a clear, concise format on 8 ½ X 11 paper. Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.** Only one proposal may be submitted by each firm. **RFP packages shall be submitted to the Town on or before 11:00 a.m. on October 6, 2003.** 

## 2.0 Proposal Evaluation, Selection and Award

The Town Manager or a Selection Committee will evaluate the proposals in order to prepare a recommendation to the Town Commission for the selection of the top-ranked firm and award of a resulting contract. The selection of a firm with whom to contract shall be based on the most advantageous opportunity for the Town using the following criteria:

a. Qualifications/Licenses (max 30 points);

- b. Skill and experience based on reference verifications and past similar experience (max 30 points);
- c. Amount of Proposal Cost Sheet (Exhibit H) (max 25 points); and
- d. Adherence to specifications and requirements of the RFP (max 15 points).

The Town Commission has the ultimate authority to make an award to the firm whom it determines in its sole discretion offers the most advantageous opportunity to the Town or to reject all proposals, cancel the RFP and/or re-issue the RFP, and take such further action as is deemed appropriate in the sole discretion of the Town Commission.

### 3.0 Contract

The successful firm shall be required to enter into a formal written contract with the Town which will include its standard terms and conditions. This RFP shall be incorporated into the contract. The Town reserves the right to delete or amend any of the services as listed and described in this RFP. The resulting contract shall be for a period of three (3) years with the option to renew for two (2) additional two (2) year periods. The option to renew is at the sole discretion of the Town. Any renewal will be subject to the appropriation of funds by the Town and the terms and conditions of this RFP.

### 4.0 Cost

The inclusive cost to the Town for all services included within this RFP on a monthly basis. The Hourly Rate for post-disaster and local emergency call-out service.

#### **EXHIBIT A**

#### **SCOPE OF SERVICES**

The successful firm will provide supervision, labor, materials, mulch, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the services required, as well as the hauling and proper disposal of any refuse/debris/vegetative waste related to the performance of these services. The scope of services is anticipated to include but not be limited to the following landscape maintenance services:

#### 1. Subject Property.

- a. **Town Hall Related Properties**: The Town requires a high level of service at all Town Property Locations as outlined in section 2, Services and Standards. It includes standards related to mowing, edging, pruning, fertilization, weed and pest control, irrigation and plant maintenance. There also may be special conditions and expectations for each property listed below beyond the regular servicing.
  - <u>Town Hall Property</u> All work must be performed on Saturday except in an emergency and approved by the Town Manager. In the event, Saturday is a holiday that prohibits work by ordinance (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), work will be completed on Friday.
  - ii. <u>Town Commons Park</u> The Town Commons includes the land surrounding the pond/stormwater retention area. All work must be performed on Thursday except in an emergency and approved by the Town Manager. In the event, Thursday is a holiday that prohibits work by ordinance (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), work will be completed on Wednesday or Friday. Vegetation growing westward from the waterline shall be maintained to stop encroachment into the grassed road/path to the weir.

**Note:** There are (4) special cuts and trims for Town Commons Park and Town Hall. They must occur one or two days prior to the 4<sup>th</sup> of July, Good Friday, the Holiday Open House in December, and one other special event to be determined. At least two weeks' notice will be given to the contractor for the Holiday Open House date and other special events.

 iii. State Road A1A Corridor from the base of the Evans Crary Bridge to the entrance road for the Causeway under the Ernest Lyons Bridge, located approximately 650' east of Sewall's Point Road (both sides of the road). The turf will be mowed. Beds are kept weed-free and pruned. Sidewalks will be

kept debris-free, and vegetation will not encroach into the sidewalk all the way to the base of the bridge. Trees must be pruned to ensure there is a 12' clearance over any sidewalks and a 16' clearance over State Road A1A.

- iv. <u>Town Sidewalk on S. Sewall's Point Road from State Road A1A to Tuscan Lane</u>-Turf will be mowed. Sidewalks will be kept debris free. Vegetation shall be trimmed back from the sidewalk's edge on the west side, and an overhead clearance of 12' will be maintained at all times. Planting beds between S. Sewall's Point Road and the sidewalk shall be mulched to the same standard and on the same schedule as the Town Commons Park and Town Hall.
- v. <u>78 S. Sewall's Point Road</u> The property shall be mowed, weeded and pruned in accordance with RFP standards. Trees will be pruned in the same manner as the Town Commons Park. If there are any areas that are mulched, they will be kept mulched in a similar color.
- b. **Traffic Islands and Medians**: Service needs vary based on property conditions (e.g., where there is turf, it should be mowed; where there are plantings, irrigation and/or mulch, they should be maintained; weeding is required; fertilization and pest control is on an as-needed basis).
  - i. <u>Palmetto Drive and S. River Road Traffic Island</u> Shrubs shall be pruned to no higher than 3 feet and bed-weeded, as well as fertilization and pest control to RFP standards.
  - ii. <u>Ridgeland Drive Traffic Island located at the western terminus</u> Island shall be weeded, and trees pruned in accordance with RFP standards. Trees on the island shall be maintained in a manner to ensure 14' of clearance over the adjacent roadway.
  - Palm Road and S. River Road easternmost Median Tree will be maintained.
     Shrubs shall be pruned and bed-weeded, as well as fertilization and pest control to RFP standards.
  - iv. South River Road at West High Point Road Median Crushed shell will be supplemented as needed on the walkway. Pruning and weeding shall be performed as needed. (Currently, this median is maintained by a civic group; these services will only need to be performed if they stop servicing the median).
  - v. <u>Indialucie Parkway (east median intersects at N. Sewall's Point Road)</u> Turf will be mowed. Trees in the median shall be maintained in a manner to ensure 14' of clearance over the adjacent roadway. Shrubs shall be pruned, and beds weeded, as well as fertilization and pest control to RFP standards.
  - vi. <u>Indialucie Parkway (large circle median at Fieldway Drive)</u> The turf will be mowed. Trees on the island shall be maintained in a manner outlined in this RFP and ensure 14' of clearance over the adjacent roadway. Shrubs shall be

pruned and beds weeded, as well as fertilization and pest control to RFP standards.

- vii. <u>Mandalay Median at the Intersection of S. Sewall's Point Road</u> Turf will be mowed. Trees in the island shall be maintained in a manner outlined in this RFP and ensure 14' of clearance over the adjacent roadway. Palms pruned as needed.
- viii. <u>Mandalay Center Median</u> Turf will be mowed and weeds controlled. Trees on the island shall be maintained in a manner outlined in this RFP and ensure 14' of clearance over the adjacent roadway.
- ix. <u>Mandalay Median Western Terminus</u> Trees and palms on the island shall be maintained in a manner outlined in this RFP and ensure 14' of clearance over the adjacent roadway. Beds will be weeded and edged. The walkway and bench area are maintained.
- c. **"Pocket Parks"/Stormwater Retention Properties**: High level of service is required for these properties based on their usage as "pocket parks" and/or storm water retention areas (e.g., where there are plantings, irrigation and/or mulch, they must be maintained; weeding is required; fertilization is on an as-needed basis) as outlined in section 2, Services and Standards
  - i. <u>Indialucie Retention located on the east side of N. Sewall's Point Road at the</u> <u>entrance to Indialucie</u> - Turf, will be mowed. Palms and trees will be maintained to the same standard as the Town Commons Park. Loose debris shall be removed during service. In the event the retention area is not "dry," the perimeter turf shall be mowed if possible and loose debris removed. Trees and all other vegetation will be kept in a manner so as to keep them from encroaching or overtaking the storm water area, and maintain a 10' walking area clearance around the property.
  - ii. <u>Quail Run Dry Retention on the west side of N. Sewall's Point Road at Quail</u> <u>Run Lane</u> - Turf will be mowed. Palms and trees will be maintained to the same standard as the Town Commons Park. Loose debris shall be removed during service. In the event the retention area is not "dry," the perimeter turf shall be mowed if possible and loose debris removed.
  - iii. <u>Heritage Way Dry Retention on Heritage Way between 5 and 9</u> Heritage Turf will be mowed. Palms and trees will be maintained to the same standard as the Town Commons Park. Loose debris shall be removed during service. In the event the retention area is not "dry," the perimeter turf shall be mowed if possible and loose debris removed
  - iv.Homewood Ridgeview Pocket Park located mid-block between N. & S.Ridgeview- Turf will be mowed. All appropriate trimming, edging and<br/>maintenance. Trees in the Pocket Park shall be maintained in a manner to

ensure 14' of clearance over the adjacent roadways. Fertilization and pest control will be to RFP standards.

- v. <u>Ridgeview "Dry" Retention at S. Sewall's Point Road and Ridgeview Road</u> -Turf will be mowed. Palms and trees will be maintained to the same standard as the Town Commons Park. Loose debris shall be removed during service. In the event the retention area is not "dry" the perimeter turf shall be mowed if possible and loose debris removed. Perimeter vegetation shall be trimmed to inhibit growth onto the property.
- vi. <u>Rio Vista "Dry" Retention at Lantana Lane and Admirals Walk</u> Turf will be mowed. Shrubs and trees will be maintained to the same standard as the Town Commons Park. Loose debris shall be removed during service. In the event the retention area is not "dry" the perimeter turf shall be mowed if possible and loose debris removed. It is the responsibility of the contractor to keep the western hedge neatly trimmed and from intruding into the retention/park area.
- vii. <u>Fenced Retention area on the East side of S. Sewall's Point Road just north of</u> <u>Marguerita</u> Rd. Turf will be mowed and weeds removed within and around the perimeter of the fenced area. Trees and all other vegetation will be trimmed in a manner so as to keep them from encroaching into the storm water area.
- d. **Rights-of-Way**: These areas require basic maintenance (e.g., mowing where there is turf, weed and trash management, trimming for safety and line-of-sight, and management for general appearance).
  - i. <u>North Sewall's Point Road (west side only) from State Road A1A north to the</u> <u>northern end of Indialucie Subdivision (end of the concrete wall).</u> The hedges will be kept neatly pruned so as not to exceed the height of the wall. Rogue or volunteer plants in the hedgerow will be removed. Twelve feet of overhead clearance shall be maintained over the entire width of the sidewalk. The turf will be mowed.
  - ii. <u>Bridge abutments in the Archipelago (Simara Street)</u> Any rogue/volunteer vegetation growing on the retaining walls of the bridge abutments shall be removed (vines and seedlings blown on from tides, etc.) Hedges and other growth on the southeast and southwest sides of the first Simara Street Bridge shall be kept pruned back at least 18" from the roadway. Hedges on the northeast side of the second Simara Street Bridge also may require pruning, but only if directed by the Town Manager. The concrete abutments at the second Simara Street Bridge will also be managed for weed control either chemically, mechanically or both.
  - S. Sewall's Point Road (SSPR) stormwater structure area on the east side of SSPR at Mandalay Road - Turf and hedges around the structure shall be maintained at this location.

#### 2. Services and Standards.

a. **Minimum Level of Services Provided**: The following services shall be provided as a level of service necessary to establish and maintain a high municipal standard of care in <u>all areas</u> serviced under this contract. Any stated service levels shall be deemed to be the minimum level of service required and shall include the following:

- Mowing (minimum bi-weekly October 15<sup>th</sup> April 30<sup>th</sup> and weekly May 1<sup>st</sup> October 14th);
- ii. Pruning, trimming, edging, weeding;
- iii. Fertilization, disease and pest control; and
- iv. Irrigation maintenance and controls, where irrigation exists as of the date hereof.

b. **Minimum Standards**: The following standards shall be required; however, the Contractor shall use his/her experience and expertise to ensure that the high municipal standard required by this RFP is met. All services shall be executed in a manner that ensures the health, growth and maintenance of trees and other vegetation maintained in this contract. For every task, resulting debris shall be cleaned up and removed, with walkways, driveways and rights-of-way cleaned of debris from all maintenance operations.

## i. Turf Mowing

- (1) All existing turf areas shall be mowed on at least the schedule outlined in the minimum level of services.
- (2) The cutting height shall be adjusted so as to retard weak growth and help build healthy turn top and root.
- (3) Waterfront areas will be mowed to the water's edge. Weed eaters will be used to mow as far beyond the water's edge as they will reach.
- (4) Parts of Retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures. However, areas dry enough for mowing shall be mowed on schedule.
- (5) Bagging and/or raking shall be done when excessive grass clippings are present.

## ii. Turf Edging

- (1) Hard surfaces (driveways, walkways, sidewalks, parking lots, curbing, headers, retaining walls, etc.) shall be edged with a mechanical blade edger per visit.
- (2) Beds and tree rings shall be edged each visit to prevent encroachment from turf and other adjacent materials.

## iii. Ground Cover, Shrub and Tree Trimming

(1) Pruning and shaping palm trees shall be provided as needed without additional surcharge in all locations with palm trees. Coconuts will be removed in all locations when present. Other trees shall be pruned to maintain aesthetics, safety and clearance heights. Substantial pruning of hardwood trees within rights-of-way or other Town Properties shall be pruned only with specific permission of the Town Manager.

- (2) All dead wood and branches shall be pruned out of trees, all shrubs and ground cover.
- (3) All shrubs and groundcovers shall be shaped so as to maximize visual beauty.
- (4) All flowering species shall be trimmed so that maximum flowering is obtained.

#### iv. Weed, Disease and Pest Control

- (1) Weeds in beds, tree rings, and pavement cracks shall be controlled both manually and chemically on an as-needed basis.
- (2) Weeds in beds or mulched areas will be removed weekly mechanically, chemically or by hand.
- (3) Weeds in paved areas will be controlled with string trimmers and/or chemically.
- (4) Only products that are environmentally safe will be used.
- (5) Mulching shall occur at least twice annually and more often, if needed, at Town Hall, Town Commons Park and beds on S. Sewall's Point Road to Tuscan Lane. If additional mulching is required, the cost of materials (only) is to be paid by the Town with prior approval before purchase. Mulching shall occur two weeks prior to Good Friday and between Thanksgiving and December 5<sup>th</sup>. Mulch will be high quality, black in color, placed to a depth of 2-4" depending upon the coarseness of the mulch (deeper if very coarse).
- (6) All turf, shrubs, ornamentals and groundcovers shall be monitored for pests, disease, and nutrient problems, with findings identified, treated and reported to the Town in a timely manner.
- (7) The contractor shall practice Integrated Pest Management to control insects, diseases and weeds on and around perennials, groundcovers, shrubs, vines, and trees. This will include weekly monitoring and spot treatment as necessary using the least toxic methods accepted by the Town to address pests, diseases or nutrient problems.
- (8) The Contractor will be attentive to pests and diseases in plants and take affirmative steps to stop their spread up to and including removal with the approval of the Town Manager.
- v. **Fertilization**: All fertilizers must comply with current guidelines recommended by the University of Florida, IFAS, and comply with the ordinances of the Town. The following are the minimum fertilization requirements:
  - (1) All turf areas shall be fertilized at least four (4) times per year in a manner compliant with local regulations and using materials that are environmentally safe.
  - (2) Ornamental shrubs and trees planted less than five (5) years shall be fertilized three (3) times per year. Shrubs and trees more than five (5) years old in the landscape shall be fertilized twice a year. Shrubs and trees in lawn areas exposed to lawn fertilizations will not be supplementally fertilized.
  - (3) All palm trees should receive a complete fertilizer formulated appropriate for the size, type and maturity of the tree.
- vi. Irrigation: The contractor shall inspect and test all components and zones in all Town irrigation systems monthly and shall reset zone times according to the seasonal

changes. All adjustments and repairs, including but not limited to head/emitter cleaning/replacement, timers, filter cleaning, leaks/line breaks, and timer adjustments, shall be made by the Contractor without additional charge.

- vii. **Plant Maintenance**: The Contractor will notify the Town of trees and plants that have died, are in severe decline or are terminally diseased. In the case of trees, after the Town inspection, the Contractor will receive a tree removal permit from the Town. After the removal of a tree, the stump shall be ground or removed. Tree removal of existing trees is included in this contract. Other vegetation does not require a permit for removal, and the Contractor shall remove the dead plants. The Town will provide a detailed work order for replacement, with labor and material costs approved in writing by the Town prior to installation or purchase of replacement plants or trees. The Town may or may not choose to replace the vegetation. When necessary, plants or trees need to be "staked" or re-staked, and this will be done by the Contractor as a part of the services provided in this contract.
- viii. **Invasive species & Rogue/Volunteer Trees and Plants:** Any time invasive species such as Brazilian Pepper, Australian Pines, Carrotwood, invasive rogue/volunteer vines and Strangler Fig are observed, they will be immediately removed regardless of whether they were present on the day of contract acceptance. Rogue or volunteer plants that sprig onto Town Property will be removed.

#### 3. Safety, Staff and Damages.

- a. Contractor will provide an adequate number of qualified and well-trained personnel for the timely performance of the Services to the Town. Such personnel shall be uniform with the company name displayed and easily identifiable. The personnel will maintain a clean, professional appearance and conduct themselves in a professional manner at all times. Appropriate traffic safety gear or apparel shall be worn when working in or adjacent to roadways.
- b. Contractor shall at all times enforce strict discipline and good behavior among its employees and shall take steps necessary to ensure that they are familiar with and abide by all safety and other rules.
- c. Contractor will be responsible for damages caused by its personnel, machinery or any other equipment used by the Contractor. The Contractor shall notify the Town immediately of any damage to property, irrigation systems, structures, signs and/or plant material. The contractor is responsible for damage to vehicles, trees, town or private property.
- d. All equipment necessary to mow, prune, edge, trim, or otherwise perform all Services shall be kept clean, sharpened and in excellent operating condition.

## 4. **General Specifications**.

a. The Contractor will warranty the life of trees, shrubs and plants for one year from the day of installation. Any vegetation that dies during this period, installed by the Contractor, will be replaced at the Contractor's expense.

- b. Exemptions from liability for trees, shrubs and plants:
  - i. Flooding, storm or wind damage.
  - ii. Damage due to vandalism.
- c. The Contractor shall cooperate fully with the Town in the provision of the services at the said premises.
- d. The Contractor shall notify the Town of any irregularities that may occur when the Contractor's personnel are on the premises.
- e. This RFP is for existing landscaping. Significant changes, renovations or additional landscape designs are not included.
- f. The Contractor shall be held responsible for performing inspections of all work completed by their personnel to ensure adherence to the specifications and other requirements set forth in this Scope of Services.
- g. The Contractor shall be responsible for policing the areas for paper, debris and trash, including the perimeter of the pond area across from Town Hall. Areas are to be policed and free of paper, debris and trash prior to mowing.
- h. The Contractor shall provide for the prompt removal of all debris from Town property.
- i. The Town may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property caused by the Contractor.
- j. The Contractor agrees that during and after a public emergency, disaster, hurricane, flood, or other acts of God, the Town will be given first priority in the provision of all goods and services under the contract. The Contractor shall furnish a 24-hour, seven-days-a-week phone number to the Town where the contracted personnel can be reached in the event of an emergency.
- k. The contractor must be able to provide 24-hour, seven days a week, emergency response for local incidents requiring contracted services, such as a tree that has fallen in a roadway. The contractor must be able to respond within one hour with adequate equipment and personnel. The cost of emergency response is not included in the annual cost of services. A separate cost for these services will be included in Exhibit H.
- The Contractor shall at all times guard against damage and loss to the Town's property and to its own property and shall be held responsible for replacing or repairing any such loss or damage. When reasonably necessary, the Contractor will provide fences, signs, barricades, flashing lights, etc., necessary to protect and secure the work site(s) and ensure that all Town, State of Florida, OSHA, and other applicable safety regulations are met.
- m. The contractor will provide monthly reports to the Town outlining the services provided and the location.

#### EXHIBIT B

## **CONTRACTOR CHECKLIST**

#### Note:

- 1) This Exhibit must be included in RFP.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"
- \_\_\_\_\_ Copy of this Checklist (Exhibit B)
- \_\_\_\_\_ References and other Information requested in Proposal Format and Info (Section II, Paragraph 1.0) (e.g., qualifications, past similar experience, etc.)
- \_\_\_\_\_ Proof of Licenses
- \_\_\_\_\_ Proposal Submittal Form and Acknowledgment (Exhibit C)
- \_\_\_\_\_ Conflict of Interest Statement (Exhibit D)
- \_\_\_\_\_ Drug Free Workplace form (Exhibit E)
- \_\_\_\_\_ Scrutinized Companies Certification (Exhibit F)
- \_\_\_\_\_ E-Verify Form (Exhibit G)
- \_\_\_\_\_ Proposal Cost Sheet (Exhibit H)

## EXHIBIT C PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1.	SUBMITTING FIRM/INDIVIDUAL NAME:
2.	PRIMARY OFFICE ADDRESS:
3.	TELEPHONE NUMBER:
4.	EMAIL:
5.	CONTACT PERSON:
6.	FEDERAL ID# OR SSN:

By submitting a proposal, the firm warrants, represents, certifies, and declares that:

- A. The firm acknowledges receipt and review of Addenda Nos.:\_\_\_\_\_
- B. The information contained in the proposal is true, and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
- C. The firm understands and agrees to all elements, terms, conditions and certifications of the RFP, unless otherwise agreed to by the Town, and that the RFP shall become part of any contract entered into between the Town and the firm.
- D. By signing and submitting the Proposal, the firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that the submittal of its proposal does not violate this statute.
- F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its proposal to third parties.

- G. The firm has carefully and to its full satisfaction examined the RFP and all addenda, if any.
- H. The firm has made a full examination of the site and is familiar with the site conditions that may impact its performance.
- I. Upon notice of an intent to award the contract, the firm will provide all documents required to commence work under the RFP and proposed contract, including but not limited to, certificates of insurance.
- J. The firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or other timeframe agreed to by the Town), the offer to contract may be withdrawn.
- K. The individual signing on behalf of the firm certifies that he or she is authorized to sign for the firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

#### EXHIBIT D

#### CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Sewall's Point and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interest. The firm's duty to disclose is of a continuing nature, and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of Sewall's Point, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

#### **EXHIBIT E**

#### CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (including proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, 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 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 violating 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 counselling, 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 the 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 or any state, for a violation occurring in the workplace no later than five days after such conviction.

(5) Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

(6) Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_\_, certify that \_\_\_\_\_\_ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT F

#### SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, \_\_\_\_\_\_, on behalf of \_\_\_\_\_\_, hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

- 1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
- 2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
- 3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
- 4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

- 1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
- 2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 3. The Firm is not engaged in business operations in Cuba or Syria.
- 5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
- 6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

	The foregoing	instrument	was	sworn	to	(or	affirmed)	and	subscribed	before t	this
	day of			,	20_		_, by			, v	vho
is the			of _							, v	vho
is personally known to me or who has produced								as identifi	cation.		

NOTARY PUBLIC
Printed Name of Notary\_\_\_\_\_
My Commission expires: \_\_\_\_\_

## EXHIBIT G

## STATE OF FLORIDA

## E-VERIFY

Contract No:	
Financial Project No(s):	
Project Description:	

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: \_\_\_\_\_\_

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

Title:	Date:	

#### EXHIBIT H

#### **PROPOSAL COST SHEET**

Provide an annual fee for the provision of the Scope of Services (Exhibit A) to the Town:

\$\_\_\_\_\_ annual fee

Provide the hourly rate for emergency call out services <u>post disaster such as a hurricane</u>. Describe the service and rate per hour inclusive of personnel and equipment.

Provide the hourly rate for emergency call out services, <u>local emergencies</u>, such as a tree down across a roadway, days, nights or weekends. Describe the service and rate per hour inclusive of personnel and equipment.

\$ Per Hour	Describe available equipment and personnel:	