



# REQUEST FOR PROPOSAL

RFP # 2022-24

**ATHLETIC FIELD MAINTENANCE SERVICES**

**Non-Mandatory Pre-Bid Conference: January 10, 2023, at 10:00 am**

**Bids Due No Later Than: January 30, 2023, at 11:30 pm**

**Submit To:**

**Via DemandStar**

**<https://www.demandstar.com>**



**PUBLIC NOTICE**

**ATHLETIC FIELD MAINTENANCE SERVICES**

**PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS**

**REQUEST FOR PROPOSAL**

**RFP # 2022-24**

**Pre-Bid Conference: NON-MANDATORY, JANUARY 10, 2023, AT 10:00 AM**  
**Bid Deadline: JANUARY 30, 2023, AT 11:30 AM**

The Village of Key Biscayne (“Village”) has issued a Request for Proposal (“RFP”) to interested, qualified and licensed contractors in the State of Florida, for the following services/project: **ATHLETIC FIELD MAINTENANCE SERVICES**. The Village of Key Biscayne encourages small and minority business, women’s business enterprises, and labor surplus area firms to submit proposals.

Proposals must be received by the deadline date, submitted to:

**DEMANDSTAR**

<https://www.demandstar.com>

**Bid packages will be available on the Village’s website [www.keybiscayne.fl.gov/procurement](http://www.keybiscayne.fl.gov/procurement) or may be available on Demandstar. For further information contact:**

Procurement

[procurement@keybiscayne.fl.gov](mailto:procurement@keybiscayne.fl.gov)

Questions and comments must be received no later than, **January 17, 2023**, 9:00 a.m. Proposers, their agents, and associates are encouraged not to contact or solicit any Village Council Member, Village employee, or official regarding this RFP/ITB/RFQ after the bid opening. Only that individual listed above as the contact person shall be contacted.

Dated: **December 28, 2022**



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## **SECTION 1. INFORMATION FOR THE PROPOSERS**

### **1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE**

The Village of Key Biscayne (the “Village”), a municipality located in Miami-Dade County, Florida, hereby requests proposals for the selection of a vendor to provide the design, labor, materials, equipment, services and all incidentals necessary, as further defined in Section 2 of this request for proposals (“Services”) to provide Athletic Field Maintenance Services under a continuing services contract. Proposer is expected to perform complete maintenance and operations of the VILLAGE’s fields, within the Village of Key Biscayne. The information used in this request for proposals (“RFP”) will be used by the Village to make its determination. The Village intends to award a contract to the selected Contractor for the Services provided in this RFP.

### **1.2 INTRODUCTION/BACKGROUND**

The Village of Key Biscayne (the “Village”) is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 15,000 residents residing on 1.25 square miles.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

### **1.3 N/A**

### **1.4 SUSPENSION/DEBARMENT**

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

### **1.5 DISADVANTAGED BUSINESS & WORKER UTILIZATION**

Bidders are encouraged to utilize small, women and minority-owned businesses as subcontractors whenever possible. Lists of local certified businesses are available on Miami-Dade County’s website at <https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp> In addition, Proposers may request assistance from organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposers who intend to hire additional workers for Village projects are encouraged to hire local workers. CareerSource South Florida maintains a job clearinghouse that can assist in connecting contractors with trained local construction workers.

**1.6 VILLAGE RIGHTS**

The Village reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the Village deems in its best interest. Notwithstanding, the Village may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFP.

**The Village also reserves the right to waive minor variations or irregularities in the Responses.**

**1.7 SCHEDULE OF EVENTS**

The following schedule shall govern this RFP. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	December 28, 2022
2	<b>Non-Mandatory Pre-Bid Meeting</b> Key Biscayne Community Center 10 Village Green Way, Key Biscayne, Florida 33149	<b>January 10, 2023 at 10:00 AM</b>
3	<b>Closing Date for Bidder Questions</b>	<b>January 17, 2023 at 9:00 AM</b>
4	Village's Answers to Questions by Bidders	January 19, 2023
5	<b>Proposals Due</b>	<b>January 30, 2023 at 11:30 AM</b>
6	Staff Member's Review of Technical Proposals	February 02, 2023
7	Evaluation Committee Meeting	February 15, 2023
8	Reference Checks	February 20, 2023
9	Presentations	TBD
10	Final Selection/Rank	February 20, 2023
11	Contract Negotiation	February 27, 2023
12	Award Recommendation Presented to Council for Approval Manager Recommendation to Council	March 14, 2023 or later

**1.8 REQUEST FOR INFORMATION (RFI)**

Vendors may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Vendors seeking such information must email their RFIs to [procurement@keybiscayne.fl.gov](mailto:procurement@keybiscayne.fl.gov) in order to receive a response. The request must include the vendor's name, the RFP number, and RFP title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 1.4 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI.

Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be made available on the Village of Key Biscayne website [www.keybiscayne.fl.gov/procurement](http://www.keybiscayne.fl.gov/procurement) and DemandStar. It is the vendor's sole responsibility to ensure receipt of all addenda prior to submitting a response.

### **1.9 ADDENDA**

If the Village finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Section 4) and providing it with its Response.

### **1.10 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Division at [procurement@keybiscayne.fl.gov](mailto:procurement@keybiscayne.fl.gov). If applicable, the Village will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

### **1.11 CERTIFICATION**

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 5 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

### **1.12 PRE-BID MEETING/SITE VISIT**

A **NON-MANDATORY** Pre-Bid meeting/site visit will be held on Tuesday, **January 10, 2023** at 10:00 am at the **Key Biscayne Community Center, 10 Village Green Way, Key Biscayne, Florida 33149**. All interested Proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the Village's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

### **1.13 PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Proposals shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **1.14 RETENTION OF BIDS**

The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

**1.15 VILLAGE AUTHORITY**

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

**1.16 LOBBYIST REGISTRATION**

Respondents must comply with the Village’s lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

**1.17 RESPONSE/PRESENTATION COSTS**

The Village shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

**1.18 PERMITS, TAXES, LICENSES**

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

**1.16 LAWS, ORDINANCES**

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

**1.17 TERMS OF ENGAGEMENT**

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in the contract attached hereto as Attachment “A,” (“Contract”) and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for two (2) years with a six (6) month probationary period. The Village will have the option to extend at its sole discretion for three (3) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Village of Key Biscayne Council and both parties execute a written contract.

**Proposals that are conditioned to additions, deletions, or revisions to the Contract’s terms and conditions will be rejected as non-responsive.**

**1.18 NON-APPROPRIATION OF FUNDS**

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the Village shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the Village or recourse against the Village. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

**NOTICE TO PROCEED**

The Successful Proposer shall not begin work until the Village issues a written Notice to Proceed (“NTP”). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the Village. The Successful Proposer shall not have any recourse against the Village for prematurely performing unauthorized work.

**END OF SECTION**

## **SECTION 2. PROJECT DESCRIPTION**

### **2.1 SCOPE OF SERVICES**

The Village of Key Biscayne, Florida is requesting proposals from experienced and qualified vendors, hereinafter referred to as the “Contractor”, to provide field maintenance services at the Village Green, MAST Academy, St. Agnes and Key Biscayne K-8 School fields and Paradise Park. Field maintenance services include maintenance of both natural turf and artificial turf fields, mowing, aerification, topdressing, fertilizing, irrigation, pest management, artificial turf rejuvenation, field clay for baseball/softball infield and pitcher’s mound and other ancillary areas of the sports fields. Services are to be provided in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The initial term of this contract will be for two (2) years with a six (6) month probationary period and, with options to renew for three (3) additional one (1) year terms. The Village reserves the right to award this contract to a primary and secondary Contractor based on the evaluated criteria.

### **2.2 DESCRIPTION OF SERVICES**

The CONTRACTOR shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance and management aspects of athletic field maintenance.

To perform mowing, aerification, topdressing, fertilizing, irrigation, and pest management to the athletic fields and other turf areas at the Village Green, MAST Academy, St. Agnes and Key Biscayne K-8 School fields. Please refer to Exhibit “A” which shows park maps that include the approximate square feet and surface type of the fields to be serviced. These services must be provided in a fashion consistent with Chapter 8, Environment, of the Village Code. Please refer to Exhibit “B” for these regulations. The Village Green is open to the public and unrestricted, so all interested vendors are encouraged to visit the park at their own convenience. MAST Academy, St. Agnes and Key Biscayne K-8 are restricted school sites that will be visited during the mandatory pre-proposal meeting in Section 1.4. The Village will not be held responsible for incorrect fee bid due to Contractor’s misunderstanding of requirements, measurements, and services required.

### **2.3 FEE SCHEDULE AND ESTIMATED FREQUENCIES**

- A. The proposed amount for each item in the Fee Schedule shall be inclusive of all the costs to complete the work while maintaining fields that are green and free of any conspicuous weeds, diseases, and damaging insects and nematodes.
- B. No Guarantee is expressed or implied as to the quantity of services to be procured under this agreement. Any additional applications or frequencies beyond the Fee Schedule, will require written approval from the Village prior to application.

### **2.4 MOWING SPECIFICS**

- A. **St. Augustine Turf:**
  - a. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
  - b. All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the

discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35-degree angle from horizontal when conducting mowing operations along medians and roadway edges.

- c. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- d. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or propel items by mower blades.
- e. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed, trimmed, or edged. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- f. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- g. Grass shall not be mowed lower than two (2) inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of three (3) to four (4) inches.
- h. Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the Village or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.
- i. When clippings are in excess, the Contract must have an available vacuum equipment to remove clippings if they cannot be removed during mowing.

**B. Sports Turf:**

- a. Mowing shall be performed in a manner consistent with Sport Turf and Landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- b. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- c. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- d. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or propel items by mower blades.
- e. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- f. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.

- g. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- h. Grass designated, as Sports Turf shall not be mowed lower than three quarters (3/4) of an inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of one (1) to one and a half (1 1/2) inches.
- i. When clippings are in excess, the Contract must have an available vacuum equipment to remove clippings if they cannot be removed during mowing. Excess clippings shall be removed as appropriate from areas when they cause an unsightly appearance as determined by the Village or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

## 2.5 **MOWING FREQUENCIES**

### A. **St. Augustine and Non-sports Turf:**

- a. Grass shall be mowed thirty-two (32) times annually based on a frequency of three (3) times per month, in the months of March through October and two (2) times per month, in the months of November through February. Unless otherwise specified.
- b. In the months, which mowing occurs two (2) times per month, such mowing shall occur every ten (10) to fourteen (14) days.
- c. In the months, which mowing occurs three (3) times per month, such mowing shall occur every seven (7) to ten (10) days.

### B. **Sports Turf**

- a. Grass shall be mowed one hundred and four (104) times annually based on a frequency of two (2) time per week in the month of February, March, September, and October, three (3) times per week in the months of April, May, June, July, and August, and one (1) time per week in the month of November, December and January.
- b. In the months which mowing occurs one (1) time per week, such mowing shall occur at least once seven (7) days.
- c. In the months which mowing occurs two (2) times per week, such mowing shall occur no longer than ninety-six (96) hours apart but not sooner than seventy-two (72) hours from initial cut.
- d. In months which mowing occurs three (3) times per week, such mowing shall occur no longer than seventy-two (72) hours apart but not sooner than twenty four (24) hours from initial cut.

## 2.6 **TRIMMING AND EDGING**

- A. **Trimming:** Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by fish line cutting. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to prevent damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to prevent damage and assure their proper water delivery function.

- B. **Edging:** Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by Village designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flowerbeds, ground cover beds, hedges, or around trees (where “edging” rather than “trimming” is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Chemical edging shall **not** be used unless approved by Village. Any use of chemical edging will be considered by Village on a case-by-case basis.
- C. Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

## **2.7 TRIMMING AND EDGING FREQUENCIES**

- A. St. Augustine and non-sports turf
  - Edging and trimming is to be complete once every fourteen (14) days.
- B. Sports Turf
  - Edging and trimming is to be complete once every fourteen (14) days.

## **2.8 PEST AND WEED MANAGEMENT**

The Contractor shall keep the fields free of conspicuous weeds and free of damaging disease and insect infestations by treating affected areas with pesticides suitable for that disease or pest when the infestation or infection becomes evident and as often as necessary. All applications shall be performed by persons holding a valid pesticide application license for that application as issued by the State of Florida, and shall be done in accordance with the pesticide manufacturer’s recommended rates, and all applicable Federal, State, County and Municipal regulations. The Contractor shall respond within 72 hours after a request or notice from the Village. The Contractor shall be fully licensed to apply pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

The Contractor shall maintain all turf in as weed free condition as possible. The Village recognizes that some of the facilities currently have a significant quantity of weeds. The Contractor will transition these facilities to a generally weed free condition during the probationary period. The transition is to ensure that bare spots are not created lasting more than three weeks while the weeds are eradicated. The Contractor shall apply herbicides as needed to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer’s recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides shall be used only with prior written approval by the Village as to type, location and method of application. The Contractor shall exercise extreme care to not apply herbicides outside infested areas. Areas adversely affected shall be restored at the Contractor’s expense.

The Contractor shall, after a chemical application, remove all signs at the appropriate time in accordance with the chemical products’ recommended standards.

## **2.9 CHEMICALS OR FERTILIZERS**

The Contractor shall be prohibited from the use of chemicals or fertilizers on any site without prior written approval from the Village. To obtain written approval for chemical or fertilizer use, the Contractor shall furnish to the Village, in writing, the name of the chemical or fertilizer, the manufacturer's label and the Safety Data Sheet (SDS). Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs pursuant to F.S. 482.1562. All commercial fertilizer applicators shall successfully complete the Florida Department of Environmental Protection's required training program. All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

The Contractor will provide the Village's Contract Administrator a spreadsheet with the following:

- A. Quantities of all materials (fertilizers, pesticides, clay, and topdressing sand) brought in and applied each day in common units (volume, weight, bags, truckloads)
- B. Their analysis in customary units (e.g., percent nitrogen by weight or pounds per gallon)
- C. Date of application, the dimensions of the area applied in square feet
- D. Distinction of the area as to site (Village Green North, Village Green South, K-B School Field, St. Agnes Field, MAST Academy Field, and Paradise Park); "Subsite," (e.g., "Sports field Bermuda" or "St. Augustine lawn" or "Baseball diamond,"), and if only part of site or subsite was completed it should state which area within the subsite was applied, e.g., "east half of Sport Turf field"
- E. Write in the spreadsheet the number of the product, e.g., for pesticides the EPA Registration Number (EPA Reg. No.) and for fertilizers the Florida Fertilizer certificate number, and for unregulated products the manufacturer's product trade name.
- F. Contractor will attach a copy (which may be a digital copy) of the registered pesticide label or fertilizer tag that includes the analysis corresponding with the EPA Reg. No. or Fertilizer certificate number. For unregulated products, such as clay conditioner, a product description by the manufacturer of their product trade name or product label would be submitted. All quantities must be reported either in US customary units, e.g., pounds or gallons or cubic yards, or in container units (e.g., truckloads, bags) with a definition in US customary units (e.g., "one truckload equals 10 tons" or "50 pounds per bag")

A schedule of fertilization dates and fertilizer analysis shall be presented to the Village prior to application and shall be subject to Village approval. The fertilizer used shall be a commercial grade product. Specific requirements shall 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.

Sports Turf shall be fertilized with a complete NPK fertilizer generally in a 4:1:2 ratio of nitrogen, phosphoric acid equivalent and potassium oxide with micronutrients. The CONTRACTOR shall establish a program that shall fertilize all Bermuda grass and shall vary with the time of year of the application and the results of soil analysis. The Contractor shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

## **2.10 SPORTS TURF FERTILIZATION FREQUENCY**

October, November, December, January, and February:

- Applied monthly at 0.5 pounds per 1,000 square feet

March, April, May, June, July, August, and September:

- Applied monthly at 1.0 pounds per 1,000 square feet. With prior permission the Contractor may reduce or eliminate some applications on a case by case basis, or reschedule to ensure that fertilization is paired with growth.

## **2.11 IRRIGATION**

The Contractor shall be responsible for the complete management, operation, and maintenance of all irrigation systems at the level required to provide uniform distribution to maintain healthy turf. All irrigation systems, including all parts and components, must be in compliance with all federal, state, and local laws, statutes, and ordinances designed to protect water resources. The Contractor shall adjust irrigation frequency and timing to comply with all state and local regulatory requirements. The Contractor shall calibrate the irrigation system so that all areas receive adequate coverage. The Contractor shall use only certified irrigation technicians for irrigation work.

Failure of the irrigation system to provide full and uniform coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

The Contractor shall work with a remote management irrigation system and can refer to Exhibit "C" for additional information.

### **A. Irrigation System Management**

- a. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. The Contractor shall pay any penalties, fines, or citations for watering ordinance violations.
- b. The Contractor shall modify the irrigation schedule based on weather conditions and new sod installations.
- c. The Contractor shall ensure that irrigation takes place early in the morning, if possible.
- d. The Contractor is responsible for the complete operation and maintenance of the irrigation equipment, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction and shall report damage or malfunction to the Project Manager in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

### **B. Irrigation System Scheduled Maintenance**

- a. Weekly: Each valve zone shall be observed for signs of damage, dryness, or wetness during the irrigation season.
- b. Monthly: Inspect irrigation systems to identify and correct problems, including checking timers, valves, and rain-sensing and moisture sensing devices; cleaning filters; cleaning and adjusting sprinkler heads; replacing missing or damaged heads and micro-irrigation emitters; repairing leaking or broken pipes and tubing; adding or relocating heads or nozzles in water-deficient areas; repairing time clocks; replacing or rebuilding valves; locating and repairing cut wires; conducting other routine irrigation maintenance.

- c. Quarterly: Flush micro-irrigation distribution systems. Check distribution uniformity.

C. Irrigation System Repair

The Contractor shall during the performance of the Work promptly replace or repair, at the Contractor's expense, any irrigation components damaged, unless due to Excluded Damage. Repairs shall be made within two days of the day the damage occurred. If the damage was due to Excluded Damage, the irrigation repairs will be paid for as an Additional Service.

Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system. As soon as possible after receiving written authorization from the Village's Contract Administrator to proceed, the Contractor shall make repairs.

- a. Any replacement of irrigation system components shall be approved by the Village's Irrigation Manager and with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than the original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase or when better performance may be obtained. The substituted equipment must be completely compatible with the original and must be approved by the Project Manager.
- b. If a change to the system or any of its components will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, the contractor shall request authorization to make the change from the Village's Contract Administrator.

**2.12 AERATION TOPDRESSING**

Aeration and topdressing are necessary to provide proper air and water exchange for maximum growth potential and health of the sports turf as needed. The topdressing material shall be provided by the contractor. The Contractor shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The Contractor shall submit a proposal for these services to the Village for approval.

- A. Aerify and physically drag aerifier plugs across surface using a mesh steel drag mat and remove plugs as needed.
- B. Topdress immediately after aerification applying a minimum 1/8" and a maximum 1/4" thickness for each topdressing application, filling aerifier holes.
- C. Topdressing shall be an inorganic sand with a sieve size similar to the existing rootzone and at least 50% medium sand (0.25-0.50 mm diameter) and less than 10% total fines (particles <0.15 mm diameter)

**2.13 AERATION AND TOPDRESSING FREQUENCY**

Aerification and topdressing of natural field turf at least twice per year, including once in the spring just before fertilization and once in the fall.

**2.14 KEY BISCAYNE KB K8 BASEBALL/SOFTBALL FIELD**

- A. The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of the clay area including home plate/batter's box, pitcher's mounds, and base paths. The CONTRACTOR will provide consistent and safe playing conditions.

- B. Clay areas shall be inspected and maintained on a weekly basis during baseball/softball season and monthly the remainder of the year. Any large stones or clumping material, ruts, holes, wet or dry areas, soft or hard spots, bowled out areas shall be repaired or replaced. Clay areas shall be scarified, dragged, and watered until the desired texture is achieved. Maintain at least 1/4" of calcined clay or conditioner on the clay areas.
- C. CONTRACTOR shall maintain all batting cages, which shall be kept clean and free of vegetation and debris. CONTRACTOR shall report all visible net and cages damage to the VILLAGE. Any hazardous conditions shall be reported to the VILLAGE immediately verbally and documented in writing/email.

### **2.15 ARTIFICIAL/SYNTHETIC TURF SPORTS FIELD**

The CONTRACTOR shall perform effective, routine maintenance daily and maintain the turf in accordance with the turf manufacturer's warranty. The CONTRACTOR shall:

- A. Conduct inspections and perform minor repairs to avoid playing hazards;
- B. Walk fields weekly and conduct more detailed inspections according to your field turf recommended schedule;
- C. Keep the playing surface clean and free of debris and contaminants;
- D. Pay special attention to the most heavily used areas, such as midfield, goal mouths, and corner kick areas.
- E. Check and maintain proper infill levels to provide a consistent surface. Add new infill or redistribute migrated infill, where necessary, to the recommended depth;
- F. Twice per month brush and groom the surface to preserve appearance, keep grass fibers upright, and maintain even infill levels, making sure to use only approved bristles that will not overly abrade the fibers.
- G. Check seams and joints where panels or any field markings are joined together. Notify the Village immediately of hazards or locations needing repair.
- H. Note any deteriorating grass fiber or infill conditions, visual or excess wear concerns, drainage concerns, performance concerns, etc. and report them to the VILLAGE.
- I. Maintain a maintenance and activity log.

### **2.16 TRIMMING**

- A. Twice per year trim the 270 linear feet of the fence on the northern portion of St. Agnes field to create a two-foot barrier between the fence and any vegetation.
- B. Twice per year trim 400 linear feet next to the sidewalk on the eastern portion of exterior sidewalk at MAST Academy field to create a two-foot barrier between the sidewalk and any vegetation.
- C. Twice per year trim the 325 linear feet of the fence on the northern portion of MAST Academy field to create a two-foot barrier between the fence and any vegetation.
- D. Twice per year trim the vegetation in the MAST Academy field parking lot to create a two-foot barrier between the vegetation and the parking area.

### **2.17 SOIL TESTING**

Each sports turf field shall be sampled and analyzed for soil nutrients four times each year and the results reported to the Village. Each sample must be a composite of at least 30 soil probe cores from throughout the field that are analyzed for cations and anions by an independent testing laboratory using the Mehlich III extraction method or, if the soil pH is very high, by Olsen extractant for phosphorus and ammonium

acetate extractant for cations. If levels of potassium, magnesium, or phosphorus appear to be insufficient, the fertilizer analysis will be considered as to whether to use a different analysis or to make up for low test nutrients by a special fertilizer application covering those nutrients that were low.

### **2.18 SUPPLEMENTAL SERVICES**

Beyond the regular routine parks maintenance and operations; landscape and irrigation maintenance, the CONTRACTOR shall, upon the request and approval by the VILLAGE, provide on an as-needed basis Supplemental Services (otherwise called Additional Services) for the purposes of:

- A. Total re-installation of infill for artificial turf fields.
- B. Sodding of damaged natural turf areas.
- C. Veritcutting on natural turf areas.
- D. Synthetic turf field rejuvenation.
- E. Laser grading and resodding of sports fields.
- F. Overseeding
- G. Other tasks as requested by the VILLAGE.

No guarantee is made as to the quantity or frequency of the Supplemental Service and the Village reserves the right to have this provided by secondary vendor.

### **2.19 SCHEDULE OF WORK**

On the first business day of each month, the Village shall furnish to the Contractor a list of both priority and routine maintenance work orders to be considered for completion. The Contractor shall then provide to the Village within three days a preliminary schedule of the work for review by the Village. Upon approval by the Village, the schedule of work shall become final. In addition, the Village reserves the right to direct the Contractor to rearrange the schedule to meet the needs of the Village.

### **2.20 LIQUIDATED DAMAGES**

**Two Hundred Dollars (\$200.00) dollars per day** may be assessed against the Contractor by the Village for each instance which results in breakdowns, failure to follow schedules, dispatching scheduling conflicts, or any problems, which results in “no service” are considered failure to perform, which may result in assessing damages. As a result of this liquidated damage, the invoice shall not be paid.

### **2.21 CONTRACTOR’S PERSONNEL:**

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

- A. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.
- B. The Village may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interests of the Village. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Village premises. The Village shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the Village’s notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

- C. The Contractor shall ensure that all employees/representatives dress in business attire appropriate to the services being provided and act in a professional and courteous manner. The employees/representatives must carry company identification.
- D. The Contractor's personnel performing work on Village property shall be in uniforms with the company's name, clean, courteous, sober, and competent. The Contractor agrees to be responsible for such personnel. All Contractor' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a uniform shirt and/or proper identification is not permitted and shall be grounds for removal from Village property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- E. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- F. All Contractor's employees/service technicians shall be properly trained and qualified to provide the services covered under this contract.
- G. Contractor's employees shall immediately report any damages done to Village property to their supervisor. The supervisor shall then report such damage to the Contract Administrator.
- H. SHANNON MELENDI ACT:  
The Contractor shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The Contractor shall ensure that all management, staff, and volunteers:
  - Have had nationwide level 2 criminal background checks conducted by a Professional Background Screener.
  - Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
  - Have been verified as being United States Citizens or having legal immigrant status employment.
  - Complete an affidavit affirming that no Services or volunteer duties will be performed on Park property owned or operated by the Village in violation of this Ordinance and that an arrest will be reported to the Contractor within forty-eight (48) hours of such arrest.
  - Wear picture identification at all times while on Village property and when in direct contact with patrons and the general public.
  - Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Contractor shall provide the County with access to these records annually, or at the request of the County.

**2.22 DELIVERY/INSTALLATION/COMPLETION OF WORK TIME:**

Services MUST be F.O.B. destination, included of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price bid.

The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

**2.23 PERFORMANCE PROBATION PERIOD:**

The Contractor will enter into a six (6) month probationary period beginning on the date of the contract award. During this time, the Contractor's performance will be closely scrutinized by Village staff. If the performance is acceptable, the Contractor will be notified, and the Agreement will extend through the expiration date given in this Agreement. The Village has the right to terminate the Agreement during the probationary period with or without cause, and this right shall be solely at the discretion of the Village.

**END OF SECTION**

## **SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

### **3.1 GENERAL PROPOSAL INSTRUCTIONS**

Proposals are to be **uploaded on DemandStar** by no later than the RFP Due date and time listed in Section 1.7. Any Proposal received after the deadline or delivered in any other manner shall not be considered for award. Responders are responsible for ensuring that their Proposal is delivered by the deadline.

Proposals should be signed by an official authorized to respond. Proposals are to remain valid for at least 180 days. Upon award of an Agreement, the contents of the Successful Responder shall be incorporated within and included as part of the Agreement.

The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Responder. The Village is not responsible for any delayed, late, misdelivered, or non-delivered Proposals, no matter the cause.

### **3.2 ELIGIBILITY**

In addition to other requirements stated in this document, to be eligible for award, Proposers must demonstrate the following in their response:

1. Proposer must be appropriately licensed and in good standing with the Florida Department of Professional Regulation
2. Proposer must have three (3) years of continuous operation under the same name providing the same services;
3. Proposer's project team must have prior experience within the past three (3) years in the same field as the Services;
4. Proposer's principal-in-charge must have a minimum of three (3) years of experience within the same field as the Services; and
5. Proposer's project manager must have a minimum of three (3) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Proposer shall meet all legal, technical, and professional requirements for providing the requested Services.

The Proposer shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Proposers' qualifications or any of its agents, as it deems appropriate.

### **3.3 BID SUBMISSION**

The Respondent shall submit on DemandStar with the forms attached to this RFP. The Proposer shall fill in all the blank spaces completely for each and every unit item for which a RFP is tendered. The Proposer shall state the price, for which s/he proposes to do each item of Work. The Proposal shall include:

- a) Bid Forms as specified in Section 4;
- b) Certificate or Evidence of Insurance;
- c) Project Schedule
- d) Bid Guarantee;
- e) Contact information (name, telephone and email) for at least two (2) references for similar projects performed within the last three (3) years.
- f) Copies of any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.

### **3.4 PROPOSAL PACKAGE REQUIREMENTS**

In addition to other requirements stated in this RFP, to be eligible to respond, the Vendor shall submit a response that includes all of the following information, appropriately tabbed, in this order (“Response”):

- A. Cover Page:** Each Response submitted shall have a cover page entitled “ **RFP # 2022-24 Athletic Field Maintenance Services** ”
- B. Table of Contents**
- C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Proposer and the aspects of the proposal.
- D. Firm’s Experience and Project Team:** The Vendor shall have five (5) years of continuous operation under the same name with professional licenses and insurance, qualifier for company name and type of licenses, official complaint history within the last five (5) years, and a list of current and past clients with emphasis on Florida municipalities. The team working on the Project must have prior experience within the past ten (10) years of providing similar services.
- E. Principal in Charge’s Experience:** This individual must have a minimum of five (5) years’ experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Vendor.
- F. Fee Proposal:** Submit a signed, firm, fixed fee for providing all the Services.
- G. Insurance:** Vendor/Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor’s actual Insurance Policies as required herein and Certificates of Insurance shall be

provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- Workers Compensation and Employer’s Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker’s Compensation insurance.
- Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**K. Project Team:** Each Response shall provide an Organizational Chart of the team performing the Services, including key sub-contractors (“Project Team”). Information provided shall include, but not be limited to:

- a. Name, Title, and Resume of each individual employee of Vendor and each individual employee of key sub-contractors.

**L. Forms:** Completed Forms listed in Section 4.

**M. Proof of Authorization:** Proofs of authorization to transact business in the State from the Florida Secretary of State, from Vendor as well as supporting firms, contractors, or subcontractors.

**N. References:** Five (5) total references, one of which should be a municipal reference, if possible.

### **3.5 OPENING OF RFPS**

RFPS will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Proposals will not be considered. No responsibility will be attached to any Village Staff for the premature opening of a Proposal not properly addressed and identified. Proposers or their authorized agents are invited to be present at the bid opening.

**ZOOM INFORMATION FOR RFP OPENING**

Village of Key Biscayne ITB Opening for ITB # 2022-24 Athletic Field Maintenance Services

Join Zoom Meeting

<https://us06web.zoom.us/j/89226440672?pwd=d1V6Q1VZcThHYkpxWXlTNWNFaWlTUT09>

Meeting ID: 892 2644 0672      Passcode: 244270

One tap mobile +13052241968,,89226440672# US,, +16469313860,,89226440672# US

Dial by your location

+1 305 224 1968 US, +1 646 931 3860 US, +1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC), +1 309 205 3325 US,

+1 312 626 6799 US (Chicago), +1 507 473 4847 US, +1 564 217 2000 US

+1 669 444 9171 US, +1 669 900 6833 US (San Jose), +1 689 278 1000 US

+1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston), +1 360 209 5623 US, +1 386 347 5053 US

Meeting ID: 892 2644 0672

Find your local number: <https://us06web.zoom.us/u/kcdShZ5nBd>

**3.6 PROPOSAL EVALUATION CRITERIA**

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

Category	Maximum Available Points
<b>Proposer’s Qualifications and Experience</b>	35 Points
<b>Qualifications of Key Staff</b>	25 Points
<b>Program Plan/ Project Approach</b>	25 Points
<b>Price Proposal</b>	15 Points
<b>Total:</b>	<b>100 Points</b>

**3.7 PROCESS OF SELECTION**

The Village Staff shall review and evaluate the proposals submitted and may require public presentations by Contractors regarding their proposals, approach to the Services, and ability to furnish the required Services. The Village staff shall rank the Respondents and provide its recommendations to the Village Council. The Village Council shall select the Contractor(s) to perform the required Services. The Village Council reserves the right to reject any or all proposals, reject a proposal, which is in any way incomplete, or irregular, re-bid the entire solicitation or enter into agreements with more than one Respondent.

**3.8 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Village, 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 or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

### **3.9 E-VERIFY**

Successful Bidder 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 Contractor during the term of the Contract and shall expressly require any Subcontractor 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.

### **3.10 CONFLICT OF INTEREST**

Proposers, by responding to this RFP, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the Village. Further, Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

### **3.11 DEBARRED/SUSPENDED VENDORS**

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

### **3.12 NON-DISCRIMINATION**

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

### **3.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS**

Proposer represents and warrants to the Village that it has not employed or retained any person or company employed by the Village to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

### **3.14 CONE OF SILENCE**

To ensure fair consideration for all Proposers, a Cone of Silence is encourage starting on the due date of the proposal submission. Proposers are asked not to communicate any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the Village in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the Village Procurement Officer, Daren Jairam at djairam@keybiscayne.fl.gov or [procurement@keybiscayne.fl.gov](mailto:procurement@keybiscayne.fl.gov).

**END OF SECTION**

**SECTION 4**  
**FORMS, AFFIDAVITS, AND ATTACHMENTS**

**4. FORMS, AFFIDAVITS, AND ATTACHMENTS**

- 4.1. Form 1: Response Checklist
- 4.2. Form 2: Acknowledgment of Addenda
- 4.3. Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - 4.3.1. Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - 4.3.2. Form 3B: Certificate of Authority (for Individuals)
- 4.4. Form 4: Certification to Accuracy of Proposal
- 4.5. Form 5: Company Declaration Form
- 4.6. Form 6: Affidavits
  - 4.6.1. Form 6A: Single Execution Affidavits
  - 4.6.2. Form 6B: Independence Affidavit
- 4.7. Form 7: Proposer’s Statement of Organization
- 4.8. Form 8: Dispute Disclosure
- 4.9. Form 9: Drug Free Workplace
- 4.10. Form 10: Scrutinized Companies
- 4.11. Form 11: Public Entity Crimes
- 4.12. Form 12: List of Proposed Subcontractors
- 4.13. Form 13: References
- 4.14. Form 14: Form of Performance Bond
- 4.15. Form 15: Form of Payment Bond
- 4.16. Form 16: Proposal Security
- 4.17. Form 17: Certificate of Insurance
- 4.18. Form 18: Company Qualification Questionnaire
- 4.19. ATTACHMENTS
  - 4.19.1. A. Draft Contract
- 4.20. EXHIBITS
  - 4.20.1. A. Scope of Services
  - 4.20.2. B. Fee Schedule/Price Proposal
  - 4.20.3. Other

**FORM 1**  
**RESPONSE CHECKLIST**

- Form 1: Response Checklist
- Form 2: Addendum Acknowledgment
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - Form 3B: Certificate of Authority (for Individuals)
- Form 4: Certification to Accuracy of Proposal
- Form 5: Company Declaration Form
- Form 6: Affidavits
  - Form 6A: Single Execution Affidavits
  - Form 6B: Independence Affidavit
- Form 7: Proposer’s Statement of Organization
- Form 8: Dispute Disclosure
- Form 9: Drug Free Workplace
- Form 10: Scrutinized Companies
- Form 11: Public Entity Crimes
- Form 12: List of Proposed Subcontractors
- Form 13: References
- Form 14: Form of Performance Bond
- Form 15: Form of Payment Bond
- Form 16: Proposal Security
- Form 17: Certificate of Insurance
- Form 18: Company Qualification Questionnaire

**ATTACHMENTS**

- A: Draft Contract

**EXHIBITS**

- A: Scope of Services
- B: Fee Schedule/Price Proposal

**FORM 2**  
**ADDENDUM ACKNOWLEDGEMENT**

**Solicitation Title:**  
**ATHELETIC FIELD MAINTENANCE SERVICES**  
**Solicitation No.:**  
**ITB # 2022-24**

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this  
Solicitation

Firm's Name: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**FORM 3A  
CERTIFICATE OF AUTHORITY  
(If Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of \_\_\_\_\_  
\_\_\_\_\_ a business existing under the laws of the State of \_\_\_\_\_, (the  
“Entity”) held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly  
passed and adopted:

“RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_  
\_\_\_\_\_ of the Entity, be and is hereby authorized to  
execute this Proposal dated \_\_\_\_\_, 20\_\_\_\_, on  
behalf of the Entity and submit this Proposal to the Village of Key  
Biscayne, and this Entity and the execution of this Certificate of Authority,  
attested to by the Secretary of the Corporation, and with the Entity’s Seal  
affixed, will be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

President: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Seal)

**FORM 3B  
CERTIFICATE OF AUTHORITY  
(if Individual)**

I, \_\_\_\_\_ (“Affiant”) being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_  
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: \_\_\_\_\_  
\_\_\_\_\_ doing  
business as \_\_\_\_\_, the  
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of  
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated \_\_\_\_\_, and submit  
this Proposal to the Village of Key Biscayne, and the execution of this Certificate of Authority,  
attested to by a Notary Public, , will be the official act and deed of this attestation.

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned,  
personally appeared \_\_\_\_\_, whose name(s) is/are  
subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**FORM 4  
CERTIFICATION TO ACCURACY OF PROPOSAL**

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*

for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
PRINT, TYPE/STAMP NAME OF NOTARY

**FORM 5  
COMPANY DECLARATION FORM**

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

---

**FIRM NAME**

---

**PRINCIPAL BUSINESS ADDRESS**

---

**TELEPHONE**

---

**FACSIMILE**

---

**EMAIL ADDRESS**

---

**FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

---

**MUNICIPAL BUSINESS TAX RECEIPT  
OR OCCUPATIONAL LICENSE NO.**

---

**NAME**

---

**TITLE**

---

**AUTHORIZED SIGNATURE**

**FORM 6A**  
**SINGLE EXECUTION AFFIDAVITS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:**

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

For (Name of Proposing or Bidding Entity): \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: \_\_\_\_\_ )

**Americans with Disabilities Act Compliance Affidavit**

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Proposer Initials

**Public Entity Crimes Affidavit**

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity,

or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

\_\_\_\_\_  
Proposer Initials

**No Conflict of Interest or Contingent Fee Affidavit**

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

\_\_\_\_\_  
Proposer Initials

**Business Entity Affidavit**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described

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

\_\_\_\_\_  
Proposer Initials

**Anti-Collusion Affidavit**

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

\_\_\_\_\_  
Proposer Initials

**Scrutinized Company Certification**

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

\_\_\_\_\_  
Proposer Initials

**Acknowledgment, Warranty, and Acceptance**

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2022-24 ATHELETIC FIELD MAINTENANCE SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

\_\_\_\_\_  
Proposer Initials

**Truth in Negotiation Certification**

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

\_\_\_\_\_  
Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavits follows on the next page**

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, personally appeared \_\_\_\_\_, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**FORM 6B**  
**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

I am \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the VILLAGE.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

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---

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---

---

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_

*(Name of person acknowledging)*

*(Title)*

for \_\_\_\_\_.

*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTAR

**FORM 7**  
**PROPOSER’S STATEMENT OF ORGANIZATION**

1. Full Name of Proposer:  
\_\_\_\_\_
  
2. Principal Business Address, Phone and Fax Numbers & Email Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Principal Contact Person(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):  
\_\_\_\_\_
  - A. If a corporation, in what state incorporated: \_\_\_\_\_
  - B. Date Incorporated: \_\_\_\_\_
  - C. If a joint Venture or Partnership, date of Agreement: \_\_\_\_\_
  - D. Name and address of all partners (state whether general or limited partnership): \_\_\_\_\_
  - E. If other than a corporation or partnership describe, organization and name of principals. \_\_\_\_\_
  
5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.  

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____
  
6. Indicate the number of years’ proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. \_\_\_\_\_

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
------	---------	-------

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

8. Outline specific areas of responsibility for each entity listed in Question 7.

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

9. County or municipal business tax receipt number (attach copies):

County: \_\_\_\_\_

Municipal: \_\_\_\_\_

10. Have you ever failed to complete any work awarded to you?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation**

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_ No \_\_\_ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**
18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**
19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**
20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**
21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.  
**Yes** \_\_\_      **No** \_\_\_      **If yes, attach a separate sheet of explanation.**

\_\_\_\_\_  
**Signature (Blue ink only)**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_

*(Name of person acknowledging)*

*(Title)*

for \_\_\_\_\_.

*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**FORM 8**  
**DISPUTE DISCLOSURE**

**Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.**

**1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

**Firm:** \_\_\_\_\_

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

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FORM 9**  
**DRUG FREE WORKPLACE**

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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 (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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_

*(Name of person acknowledging)*

*(Title)*

for \_\_\_\_\_.

*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**FORM 10**  
**SCRUTINIZED COMPANIES**

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*

for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**FORM 11**  
**PUBLIC ENTITY CRIMES**

Sworn Statement Under §287.133(3)(a), Florida Statutes

**(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)**

1. This sworn statement is submitted with Bid, Proposal or contract No. \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

**whose business address is:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Federal Identification Number (FEIN) is:** \_\_\_\_\_  
(if applicable)

**Social Security Number:** \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(print name of individual signing this document)

and my relationship to the entity is: \_\_\_\_\_

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:  
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
  - a. \_\_\_Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  
  - b. \_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
    - 1) \_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
  
    - 2) \_\_\_The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

- 3) \_\_\_\_The person or affiliate has not been placed on the convicted vendor list.  
(Please describe any action taken by or pending with the Department of  
General Services)

\_\_\_\_\_  
Signature Date

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ as \_\_\_\_\_

*(Name of person acknowledging)*

*(Title)*

for \_\_\_\_\_.

*(Company name)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced\_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**FORM 12**  
**LIST OF PROPOSED SUBCONTRACTORS**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder’s proposal. (If no subcontractors are proposed, state “None” on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

**Firm:** \_\_\_\_\_

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

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FORM 13**  
**CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,  
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.  
PRINT CLEARLY**

**REFERENCE #1**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Department:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #2**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Department:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #3**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Department:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

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**REFERENCE #4**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Department:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

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**REFERENCE #5**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Department:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM 14**  
**PERFORMANCE BOND**

BY THIS BOND, we, \_\_\_\_\_, as Principal, (the “Contractor”) and \_\_\_\_\_, as Surety, are bound to the Village of Key Biscayne (the “Village”), as Obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP # 2022-24 Athletic Field Maintenance Services , awarded on \_\_\_\_\_, 20\_\_\_\_, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and Village for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the Village all losses, damages, liquidated damages, expenses, costs, and any and all attorney’s fees, including for appellate proceedings, that the Village sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the Village to be, in default under the Contract, the Village having performed the Village’s obligations, the Surety may promptly remedy the default or will promptly:
  - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
  - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Village elects, upon determination by the Village and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract Price,” as used in this paragraph, will mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Village; an

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
**Secretary**  
  
(Affix Corporate Seal)

\_\_\_\_\_  
**Name of Corporation**  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**FOR THE SURETY:**

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Agent and Attorney-in-Fact**  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**FORM 15**  
**PAYMENT BOND**

BY THIS BOND, we, \_\_\_\_\_, as Principal, (the “Contractor”) and \_\_\_\_\_, as Surety, are bound to the Village of Key Biscayne (the “Village”), as Obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP # 2022-24 Athletic Field Maintenance Services , awarded on \_\_\_\_\_, 20\_\_\_\_, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND is that if Contractor:

1. Pays the Village all losses, damages, liquidated damages, expenses, costs, and any and all attorney’s fees, including for appellate proceedings, that the Village sustains as a result of default by Contractor under the Contract; and
2. Promptly makes payment to all claimants as defined by Section 255.05(1), Florida Statutes, for all labor, materials, and supplies used directly or indirectly by Contractor in the performance of the Contract

THEN CONTRACTOR’S OBLIGATION WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he/she intends to look to the Bond for protection.
- b. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- c. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions 2(a) and 2(b) have been given.
- d. Any action under this Bond must be instituted in accordance with the longer of the applicable notice and time limitation provisions prescribed in Section 255.05(2) or 95-11, Florida Statutes.

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligations under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE CONTRACTOR:**

**WITNESS:**

\_\_\_\_\_  
**Secretary**  
  
(Affix Corporate Seal)

\_\_\_\_\_  
**Name of Corporation**  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**FOR THE SURETY:**

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Agent and Attorney-in-Fact**  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**FORM 16**  
**PROPOSAL SECURITY**

ATTACH CASHIER'S CHECK

OR

PROPOSAL BOND

**FORM 17**  
**INSURANCE AND LICENSE CERTIFICATES**  
**VILLAGE OF KEY BISCAYNE**

**BIDDER'S REPRESENTATION**

**ATHLETIC FIELD MAINTENANCE SERVICES**

Proposal of \_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

**ATHLETIC FIELD MAINTENANCE SERVICES**

("THE PROJECT")

TO: Village of Key Biscayne  
Attn: Village Clerk  
88 West McIntyre Street, Suite 220  
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery,

tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

**NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. \_\_\_\_\_

Bidder's Occupational License No. \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Agent

[SEAL]

**FORM 18**  
**COMPANY QUALIFICATION QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

---

2. What is the last project of this nature you have completed?

---

3. Name three individuals or corporations for which you have performed work and to which you refer:

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4. List the following information concerning all contracts on hand as of the date of submission of this proposal: (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

---

6. Will you sublet any part of this work? If so, please list subcontractors in FORM 12, LIST OF PROPOSED SUBCONTRACTORS.

---

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

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8. What equipment will you purchase for the proposed work?

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9. What equipment will you rent for the proposed work?

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11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities, Balance Sheet and use insert sheet if necessary.)

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12. Have you made a site visit? \_\_\_\_\_ Yes, \_\_\_\_\_ No

How soon after award can you begin work? \_\_\_\_\_ Days.

---

13. Number of years' experience the Bidder has had in providing similar services: \_\_\_\_\_ Years

14. List any licenses, permits or certifications, etc., you hold for performing this type of work:

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**How did you hear about the RFP?** Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services.

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The Bidder understands that the information contained in these proposal pages is to be relied upon by the Village in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the Village.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

**Authorized Signature:** \_\_\_\_\_ **Print or Type Name:** \_\_\_\_\_

**ATTACHMENT A  
SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND  
NAME OF ENTITY**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **NAME OF ENTITY, a Florida [type of entity]** (hereinafter, the “Consultant”).

**WHEREAS**, the Village desires certain **ATHLETIC FIELD MAINTENANCE SERVICES**; and

**WHEREAS**, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated \_\_\_\_\_, 2022, attached hereto as Exhibit “A” (the “Services”); and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

**1. Scope of Services.**

- 1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

**2. Term/Commencement Date.**

- 2.1.** The term of this Agreement shall be from the Effective Date through two (2) years with a six (6) month probationary period thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1.** Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.
- 3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3.** Contractor’s invoices must contain the following information for prompt payment:
  - 3.3.1.** Name and address of the Consultant;
  - 3.3.2.** Purchase Order number;
  - 3.3.3.** Contract number;
  - 3.3.4.** Date of invoice;
  - 3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
  - 3.3.6.** Name and type of Services;
  - 3.3.7.** Timeframe covered by the invoice; and
  - 3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to [payables@keybiscayne.fl.gov](mailto:payables@keybiscayne.fl.gov).

**4. Subconsultants.**

- 4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager’s sole and absolute discretion.

**5. Village’s Responsibilities.**

- 5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be

endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter

arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Jocelyn B. Koch  
**Mailing address:** 88 West McIntyre Street  
Key Biscayne, FL 33149  
**Telephone number:** 305-365-5506  
**Email:** [jkoch@keybiscayne.fl.gov](mailto:jkoch@keybiscayne.fl.gov)

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm’s familiarity with the Village’s area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not

in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAWAYNE**

**CONTRACTOR**

By: \_\_\_\_\_  
Steven C. Williamson  
Village Manager

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

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Jocelyn B. Koch  
Village Clerk

Entity: **LEGAL NAME OF ENTITY**

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**

Village of Key Biscayne  
Attn: Village Manager  
88 West McIntyre Street  
Key Biscayne, FL 33149  
305-365-5514 (telephone)  
305-365-8936 (facsimile)  
swilliamson@keybiscayne.fl.gov (email)

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Chad Friedman, Esq.  
Village of Key Biscayne Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
cfriedman@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_

\_\_\_\_\_

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Scope of Services are those contained in the Proposal Section 2. dated \_\_\_\_\_, 2022 , attached hereto and incorporated herein by reference.

**EXHIBIT B**  
**VILLAGE OF KEY BISCAYNE**  
**ATHLETIC FIELD MAINTENANCE SERVICES**  
**BID SCHEDULE**

NAME OF BIDDER: \_\_\_\_\_

In response to the Village’s request for bids and in compliance with the Project Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to provide **Athletic Field Maintenance Services** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated \_\_\_\_\_ including Addenda numbered \_\_\_\_\_ through \_\_\_\_\_, inclusive, for an all-inclusive Base Bid for **Athletic Field Maintenance Services** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is a Lump Sum contract with qualified contractor(s) to provide the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

**The measurement provided are estimates and the Contractor must perform their own measurements of each site. The Village will not be held responsible for incorrect fee bid due to Contractor’s misunderstanding of requirements, measurements, and services required.**

**Athletic Fields**

Furnish all Material, Equipment, and Labor Necessary to Maintain all Areas

Column A	Column B	Column F	Column I
CLIN	Task	Quantity (Square Feet or Linear Feet)	Total Price Per Year
<b>1</b>	<b>Village Green North</b>		
1.1	Artificial Turf	34,000	
1.2	Sports Turf	38,000	
<b>2</b>	<b>Village Green South</b>		
2.1	Artificial Turf	65,000	
2.2	Sports Turf	75,000	
<b>3</b>	<b>K-8 School Field</b>		
3.1	Artificial Turf	0	
3.2	Sports Turf	50,000	
3.3	Clay Infield	10,000	
3.4	Batting Cage	2,000	
<b>4</b>	<b>St. Agnes Field</b>		
4.1	Artificial Turf	0	
4.2	Sports Turf	70,000	
4.3	Fence Trimming (linear feet)	270	

<b>5</b>	<b>MAST Academy Field</b>	610	
5.1	Artificial Turf	110,000	
5.2	Sports Turf	0	
5.3	Fence Trimming (linear feet)	725	
<b>6</b>	<b>Paradise Park (currently under construction)</b>		
6.1	Artificial Turf	0	
6.2	Sports Turf	17,000	
<b>Total Price</b>			\$

**BIDDER’S AFFIDAVIT**

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated by the construction standards of the Florida Building Code that may in any manner affect the work to be done.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents. Bidder further agrees that payments will be made based on actual quantities placed and accepted in the construction.

The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **Athletic Field Maintenance Services** located in VILLAGE OF KEY BISCAWAYNE, FLORIDA.

Company Name: \_\_\_\_\_

Bidder’s Name: \_\_\_\_\_

Bidder’s Email: \_\_\_\_\_

Bidder’s Title: \_\_\_\_\_

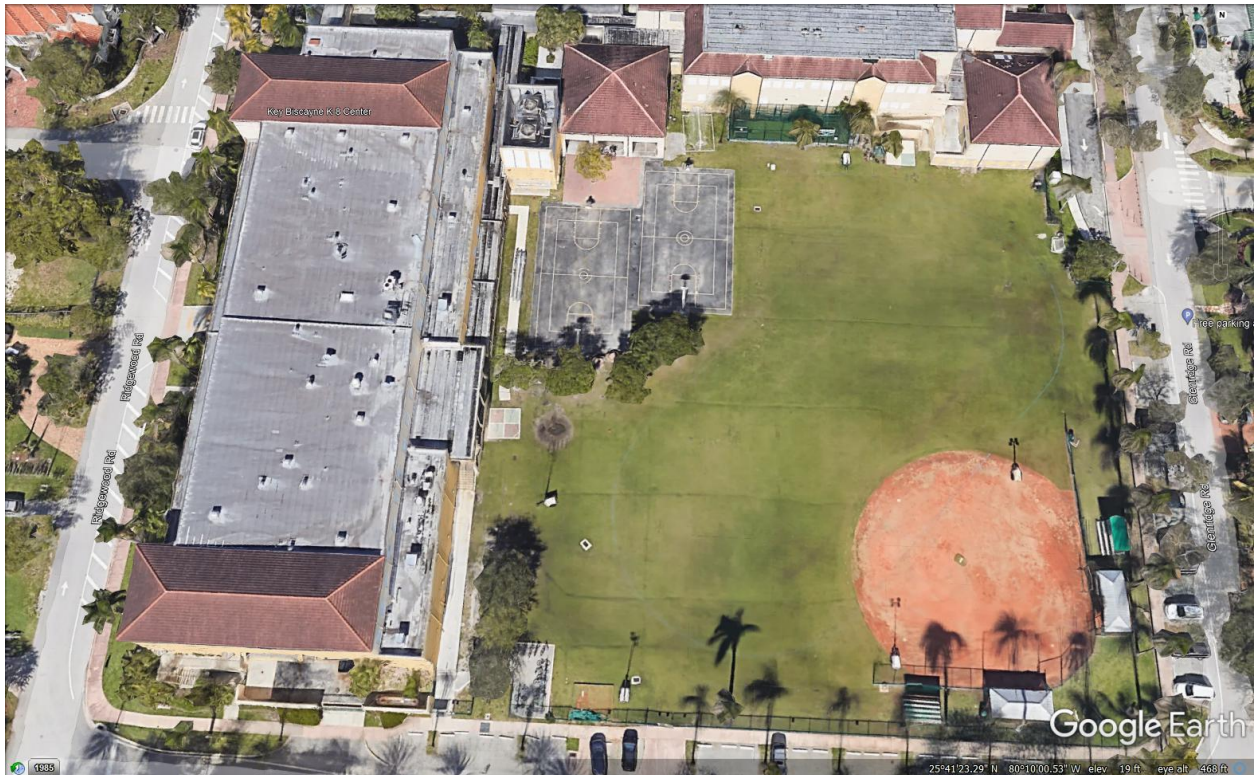
Bidder’s Signature: \_\_\_\_\_

## LOCATIONS

### Village Green North and South



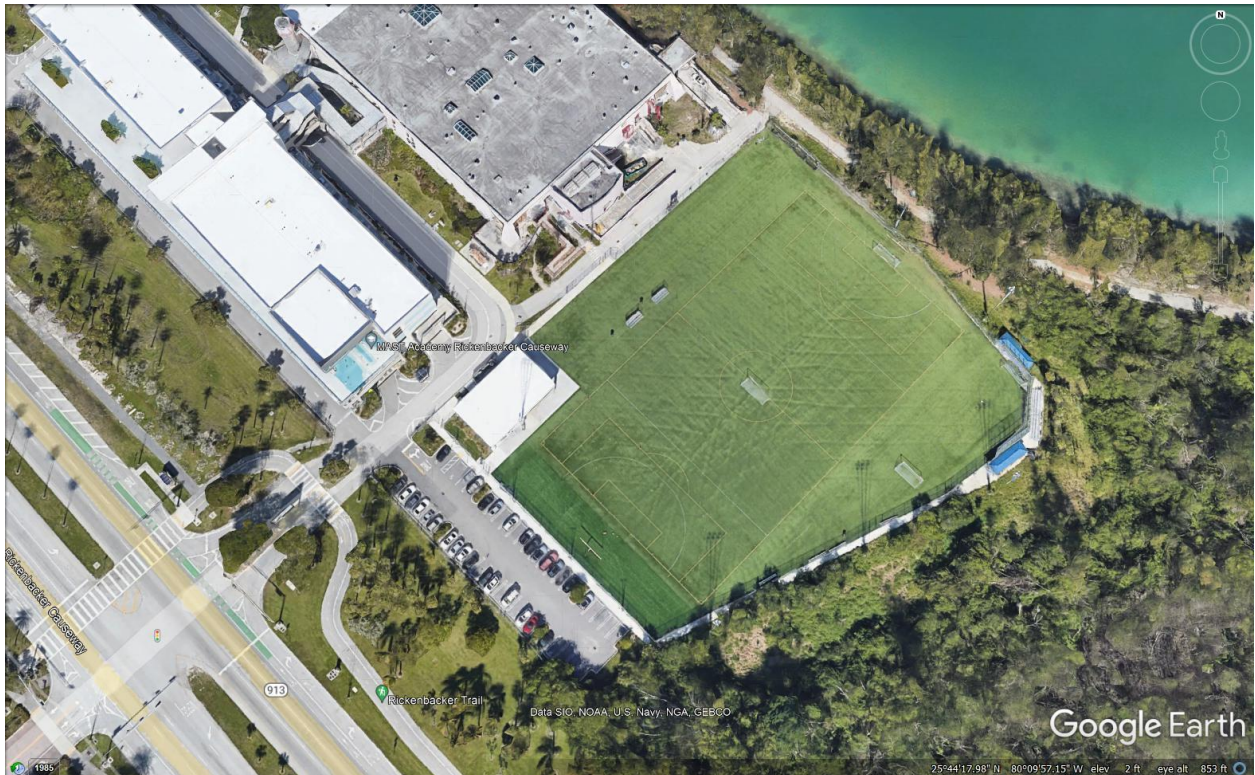
### Key Biscayne K-8 School



**St. Agnes School Field**



**MAST Academy School Field**



**Paradise Park**



Bird's Eye View - Looking Northwest

## **EXHIBIT C**

### **Irrigation Management Consulting (IMC)**

**You are working with a remote management irrigation system. The information below is for your assistance.**

#### **Program Changes**

If you need the current program changed at your property, we ask that you;

- Call our office, 407.376.9734 or email the changes to [support@imcirrigation.com](mailto:support@imcirrigation.com)
- Inform us what property and zone needs to be changed, controller location
- Inform us of any other special needs watering, fertilization, new seed, or new sod.
- It will only be changed by going through our office if you change it manually on the controller without informing us of the change we won't know and our computer will override it.

#### **Manual Watering**

If you need specific zones turned on at any time between 8am-5pm M-F call our office, 407.376.9734. (Advance notice would be recommended, typically the day before.)

- Inform us what zone needs to be turned on and for how long.
- We can turn on the stations remotely; this will help you not having to go back and forth to the control box.

#### **PIN Codes**

Our controllers have Pin Codes in them, you have to put in your PIN code in order to access the box. If a controller is locked by a pin code and you do not have one or yours is not working:

- Call our office at 407.376.9734 or e-mail us at [support@imcirrigation.com](mailto:support@imcirrigation.com).
- We can set you up with one or we can reset yours to help you gain access.

#### **New Sod**

If you are putting down new sod on the property, we ask that you give us at least 24 hours' notice

- Please inform us of the zone numbers in which the sod will be laid.
- Any specifications you have about the sod that we need to be aware of.
- We will then set up the program through our software and run it accordingly.

#### **System Repairs**

- When working on the property, fixing the system, or notice something is broken. Please call our office or e-mail us with this information.
- If you need the system shut down while repairing something, please call and tell us. This helps to make sure nothing runs that could jeopardize your repair.

These efforts will help us better serve our clients together. If you have any questions or concerns, please feel free to contact us.