

**TOWN OF SURFSIDE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. 2025 - 01**

**COMPREHENSIVE LANDSCAPE MAINTENANCE AND  
RELATED SERVICES**

**The Town of Surfside Commission:**

**Mayor Charles W. Burkett**  
**Vice Mayor Tina Paul**  
**Commissioner Ruben A. Coto**  
**Commissioner Nelly Velasquez**  
**Commissioner Gerardo Vildostegui**

Town of Surfside  
9293 Harding Ave  
Surfside, Florida 33154

**ISSUE DATE: JANUARY 6, 2025**  
**PROPOSAL OPENING DATE: TUESDAY, JANUARY 28, 2025**  
**PROPOSAL OPENING TIME: 2:00 P.M.**



## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS (RFP) No. 2025-01**

### **COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES**

**NOTICE IS HEREBY GIVEN** that the Town of Surfside (“Town”) is soliciting proposals for Comprehensive Landscape Maintenance and Related Services in Surfside, Florida. Interested firm/individuals (“Proposer(s)”) may pick-up a copy of the Request for Proposals (“RFP”) No. 2025-01 from the Town Clerk’s Office, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at [www.townofsurfside.fl.gov](http://www.townofsurfside.fl.gov). The RFP contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, five (5) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **Tuesday, January 28, 2025, at 2:00 PM** (“Submission Deadline”), to the following address:

**Town of Surfside Town Hall  
Town Clerk’s Office  
9293 Harding Avenue  
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**“SEALED PROPOSAL  
RFP NO. 2025-01  
COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES  
OPENING DATE AND TIME/SUBMISSION DEADLINE: January 28, 2025, at 2:00 PM**

A **Pre-Proposal Submission Conference** is scheduled for **Tuesday, January 21, 2025 at 11:00 AM** via Zoom by clicking on the below link:

<https://us06web.zoom.us/j/84275213339?pwd=Hnl8FJMXKophQyyF0Q5Ag5S6saG2G6.1>

Meeting ID: 842 7521 3339

Passcode: 735200.

All Proposers planning to submit qualifications are encouraged to attend this meeting. Virtual participation by zoom meeting may be available and will be noticed by the Town Clerk.

All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFP via the procedures outlined below. Any questions or clarifications concerning the proposal specifications must be received by Sandra McCready, M.M.C. Town Clerk, no later than **5:00 PM, Friday, January 24, 2025**. Any questions regarding RFP No. 2025-01 are to be submitted either in writing directly to Sandra McCready, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: smccready@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFP and circulated to all registered Proposers.

The Town intends to enter into agreement(s) with one or more qualified and successful Proposers to provide the Services.

The Town reserves the right to cancel this solicitation, award any or all of the services requested, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for qualifications ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: Monday, January 6, 2025

**REQUEST FOR PROPOSALS**  
**RFP NO. 2025-01**  
**COMPREHENSIVE LANDSCAPE MAINTENANCE**  
**AND RELATED SERVICES**

**GENERAL INFORMATION**

**A. SCOPE OF SERVICES:**

The Town of Surfside, Florida, (Town) is requesting sealed Proposals from qualified firms to provide Comprehensive Landscape Maintenance and Related Services (the “Services” or “Project”). The Services consist of comprehensive and regular landscape maintenance and related services, including but not limited to, mowing, weeding, edging, trimming, pruning, mulching, fertilizing and pesticide treatment for the areas highlighted in Exhibit “A”, Town-Wide Landscape Plan, and additional on demand services including hurricane/storm preparation and recovery services. The Town reserves the right to accept and award any or all of the Services to multiple firms on a non-exclusive basis.

**B. PROPOSAL DUE DATE:**

Sealed Proposals will be received at the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, until **2:00 p.m. local time, January 28, 2025** (the “Submission Deadline”), at which time all Proposals will be publicly opened.

**Proposals must be addressed and delivered to:**

RFP No. 2025-01 Comprehensive Landscape Maintenance and Related Services  
Office of the Town Clerk  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

**C. PRE-PROPOSAL CONFERENCE AND SITE(S) VISIT.**

A pre-proposal conference will be held at 11:00 a.m. on **Tuesday, January 21, 2025. Attendance at this conference is encouraged in order to submit a proposal in response to this RFP and for the Project.** This meeting shall occur virtually via zoom:

<https://us06web.zoom.us/j/84275213339?pwd=Hnl8FJMxKophQyyF0Q5Ag5S6saG2G6.1>

Meeting ID: 842 7521 3339  
Passcode: 735200.

The meeting is not mandatory, but Proposers planning to submit proposals are encouraged to attend this meeting. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted.

Prior to submitting a proposal, each proposer is required to visit the sites or service areas and become familiar with the landscape and any conditions that may, in any manner, affect the Services to be performed by Contractor or affect the equipment, materials and labor required. The Proposer is also required to examine carefully the Specifications set forth in Section 3 of this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Services to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

**D. Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:**

Sandra N. McCready, MMC  
Town Clerk  
Email: [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

Material issues to this RFP that are brought to the attention of the Town will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Town.

**E. In order to facilitate review of the proposals, each proposer must submit one (1) original, five (5) additional copies, and one (1) electronic copy on a USB drive of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

**F. ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<b><i>Agreement</i></b>	Shall refer to the Agreement for Comprehensive Landscape Maintenance and Related Services that may result from this Request for Proposals. A form of Agreement is attached to this RFP as Attachment “B” and is subject to final form and substance as approved by the Town Manager and Town Attorney.
<b><i>Contractor</i></b>	The organization(s)/individual(s) that is awarded and has an approved Agreement with the Town for the Services identified in this RFP.
<b><i>Commission</i></b>	The Town Commission of the Town of Surfside, Florida.
<b><i>Evaluation Committee</i></b>	An advisory committee comprised solely of representatives of the Town established by the Town Manager to evaluate, score and rank proposals submitted in response to the RFP.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>Proposal</i></b>	Shall refer to any offer(s) submitted in response to this Request for Proposals.
<b><i>Proposer</i></b>	Shall refer to anyone submitting a Proposal in response to the Request for Proposals.
<b><i>Request for Proposal, RFP</i></b>	Shall mean this Request for Proposals including all Exhibits and Attachments as approved by the Town and addenda, amendments or change orders issued by the Town.
<b><i>Responsible Proposer</i></b>	A proposer who has the capability in all respects to fully perform the Services requested in this RFP and the Agreement requirements and the capacity and reliability that will assure good faith performance.
<b><i>Responsive Proposal</i></b>	A proposal or reply submitted by a responsive and responsible proposer that conforms in all material respects to this RFP.
<b><i>Services, Project</i></b>	Shall refer to all matters, work and Services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions and Specifications of this RFP.

<b><i>Shall/Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Town may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.
<b><i>Sub-Contractor &amp; Sub-Consultant</i></b>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the Town, whether directly or indirectly, on behalf of the Successful Proposer.
<b><i>Submission Deadline</i></b>	Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Town.
<b><i>Successful Proposer(s)</i></b>	Shall refer to the Proposer(s) receiving an award as a result of this Request for Proposals.
<b><i>Town /Owner</i></b>	Shall refer to the Town of Surfside, Florida or its designated representative, as applicable.

## SECTION 1

### **REQUEST FOR PROPOSALS (RFP No. 2025-01) Comprehensive Landscape Maintenance and Related Services**

#### **1.1 INTENT.**

The Town of Surfside, Florida (“Town”) has issued this Request for Proposals (“RFP”) to invite qualified firms to submit proposals for Comprehensive Landscape Maintenance and Related Services. A more detailed Scope of Services is included under Section 3, Specifications, of this RFP.

#### **1.2 SCHEDULE OF EVENTS.**

The following schedule is anticipated for this RFP process, but is subject to change by the Town, in its sole discretion, at any time during the RFP procurement process.

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	<b>Advertisement/ Distribution of RFP</b>	<b>01/06/2025</b>	<b>9:00 AM</b>
2	<b>Pre-Proposal Conference</b>	<b>01/21/2025</b>	<b>11:00 AM</b>
3	<b>Deadline to Submit Questions / Requests for Clarification</b>	<b>01/24/2025</b>	<b>5:00 PM</b>
4	Town Issues Addenda and Responds to Questions	TBA	TBA
5	<b>Deadline to Submit RFP – Submission Deadline</b>	<b>01/28/2025</b>	<b>2:00 PM</b>
6	Evaluation of Proposals	TBA	TBA
7	Period to request additional information or clarification from Proposers. The Town may interview Proposers	TBA	TBA
8	Award Proposal(s) and Agreement(s) at Commission Meeting	TBA	TBA
9	Notice to Proceed; Agreement Begins	TBA	TBA



### 1.3 CONE OF SILENCE.

The provisions of Town's Cone of Silence are applicable to this RFP. The Town's Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Sandra N. McCreedy, MMC, Town Clerk  
Town of Surfside  
9293 Harding Avenue, Surfside, Florida 33154  
[smccreedy@townofsurfsidefl.gov](mailto:smccreedy@townofsurfsidefl.gov)

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and
- (2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFP upon advertisement of the RFP. The Cone of Silence shall terminate at the beginning of the Town Commission meeting at which time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Commissioners during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;

## 1.4 SUBMISSION OF PROPOSAL.

One (1) original, five (5) copies, and one (1) electronic copy on a USB drive of the Proposal PLUS a USB containing all documents submitted shall be submitted no later than **JANUARY 28, 2025, at 2:00 PM (“Submission Deadline”)** in a sealed envelope which must be plainly marked on the outside “RFP No. 2025-01, COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES” to:

Town Clerk Sandra N. McCreedy, M.M.C.  
9293 Harding Ave, Second Floor  
Town of Surfside, FL 33154  
[smccreedy@townofsurfsidefl.gov](mailto:smccreedy@townofsurfsidefl.gov)

Proposals will be publicly opened and read. All Proposers and their representative may be invited to be present. Proposals shall be typed or printed in ink. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile and email proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for Services contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, contract, or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

## 1.5 PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original, five (5) copies, and one (1) electronic copy on a USB drive to the Town Clerk on **January 28, 2025, by 2 P.M.** (“Submission Deadline”). Proposals must be typed or filled in with ink and submitted on 8 ½” x 11” size paper, using a single method of fastening. Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the proposer’s capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services. Proposals **MUST** include the following:

- 1.5.1. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Proposal Package:
  - 1.5.1.1. Form 1. Proposal Form Package Acknowledgement.
  - 1.5.1.2. Form 2A. Proposer’s Certification (if Company or Corporation)
  - 1.5.1.3. Form 2B. Proposer’s Certification (if Partnership)
  - 1.5.1.4. Form 3. Single Execution Affidavits
  - 1.5.1.5. Form 4. Dispute Disclosure

- 1.5.1.6. Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- 1.5.1.7. Form 6. Proposer's Qualifications Survey
- 1.5.1.8. Form 7. Statement of Qualifications Checklist
- 1.5.1.9. Form 8A. Price Submittal Schedule Form – General Monthly Maintenance
- 1.5.1.10. Form 8B. Price Submittal Schedule Form – On Demand Additional Services
- 1.5.1.11. Form 8C. Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery
- 1.5.1.12. Form 9. Reference List
- 1.5.1.13. Form 10. Federally Required Clauses Affidavit

1.5.2. Proof of Experience. Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided Services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in landscaping and maintenance services on a full time basis and shall have been in existence and continuous operation providing the Services for a minimum of five (5) years.

1.5.3. Safety Record. Proposer shall provide documentation evidencing the safety record of the proposer in performing similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.5.4. Proposer's Qualifications. Include name, function, and qualifications of key personnel in the organization who will be providing g Services and involved in this Project. The key person or contact assigned to this Project shall within the past three (3) years have conducted and been responsible for providing Services in a similar project or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.5.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.5.4.2. Licenses – Contractor must be fully licensed with all applicable and required licenses, certifications and permits for landscaping and fertilization and pest control services, and hurricane/storm preparation and recovery services, including government licenses, certifications, and permits from the State of Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities.

1.5.4.3. Pesticide Certification - Contractor must have, subcontract and/or retain an individual or company with a certified pesticide operator license and/or certification through the State of Florida, Department of Health and Rehabilitative Services, as well as any and all licenses and certifications required by applicable law for pesticide applications. The operator or individual holding the pesticide license or certification shall perform pesticide applications for this Project and comply with all State, County and Town laws and regulations.

1.5.4.4. Tree Trimmer’s License – Contractor must have at least one (1) employee on site during all tree trimming services who possesses a Class B Tree Trimmer’s license or better, as required by Miami-Dade County and applicable law.

1.5.4.5. Florida Green Industries Certification - Contractor must have at least one (1) full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this Project.

1.5.5. Insurance Certificates. Proposer shall provide certificates of insurance as follows:

1.4.5.1. Commercial General Liability

1.4.5.2. Workers Compensation & Employer’s Liability

1.4.5.3. Business Automobile Liability

1.5.6. Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

## **1.6 ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING PROPOSAL PROCESS.**

The Town will not respond to oral inquiries or questions concerning this RFP. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra N. McCready, M.M.C.  
Town of Surfside Clerk  
9293 Harding Ave, Second Floor  
Town of Surfside, FL 33154  
[smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than **Friday, January 24, 2025 at 5:00pm.**

All such interpretations or clarifications will be made in writing in the form of an Addendum to this RFP issued by the Town to all known and/or registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. All Addenda shall be a part of this RFP and a part of the Agreement, and each proposer will be bound by such Addenda, whether or not received. It is the responsibility of each prospective proposer to verify that it has received all Addenda issued before proposals are submitted and opened.

## **1.7 EVALUATION PROCESS.**

### **1.7.1 Evaluation Committee.**

The Town shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Town, and the resulting Agreement to be entered into between the Town and the Contractor. The Town Manager shall select and appoint an Evaluation Committee to evaluate proposals.

**1.7.2 Initial Screening (Step 1).**

Minimum Qualifications and Responsiveness: The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

**1.7.3 Evaluation of Proposals (Step 2).**

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the multi-task nature of the Comprehensive Landscape Maintenance and Related Services, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Qualification and experience of key personnel who will be directly involved in all elements of the Services.	30
Firm's experience with services that are similar to the Comprehensive Landscape Maintenance and Related Services requested in this RFP	15
Safety record.	15
Proposal Pricing or fees for Services.	40
<b>Total</b>	<b>100</b>

The three (3) highest ranked proposals will be identified, and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Town Commission. The Evaluation Committee will score and rank the proposers and provide same to the Town Manager. The Town Manager will then make a recommendation to the Town Commission, which reserves the right to reject any or all proposals or parts thereof, select and award proposer(s) for all or any of the Services, to waive any informality, irregularity, or technicality in any proposal, to cancel or re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town Commission, in its sole discretion, shall select and approve one or more proposals and shall authorize the award of an Agreement(s) to the Successful Proposer(s).

**1.8 TOWN’S RIGHTS.**

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to select and award proposer(s) for all or any of the Services, waive irregularities in proposals, to cancel or discontinue this RFP process, and to request

new proposals on the required work or Services. The Town Commission shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any proposals or responses to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

## **1.9 AWARD OF PROPOSAL.**

The Town anticipates entering into an Agreement(s) with the Successful Proposer(s) determined by the Town to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Town. The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP, and to request new proposals on the required materials or Services. The Town also reserves the right to waive minor variations to the Specifications (interpretation of such to be made by the applicable Town department personnel). Final determination and award of proposal(s) shall be made by the Town Commission.

Neither this RFP, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Proposer(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Exhibit "C," has been executed by the Town and the Successful Proposer(s) and approved as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

**END OF SECTION 1**

## SECTION 2

### **TERMS AND CONDITIONS**

#### **INTRODUCTION**

All proposals submitted in response to this RFP and any Agreement(s) awarded to the Successful Proposer(s) must conform to the following terms and conditions.

#### **2.1. PURPOSE OF PROPOSAL.**

The Town of Surfside, Florida (“Town”) requests proposals from qualified firms to provide Comprehensive Landscape Maintenance and Related Services on a non-exclusive basis,, including fertilization and pest control services, on demand additional services, and hurricane/storm preparation and recovery services. The frequency, nature, scope and definition of the Services desired or required by the Town may change from time to time, at the Town’s discretion. Although this RFP identifies specific locations to be serviced in the Town Landscape Maintenance Locations Map, attached hereto as Exhibit “A,” the Town reserves the right, in its sole discretion, to add additional locations or delete locations to be serviced.

The Town intends to secure a source of supply(s) for the Services from a qualified contractor(s) that conform to the requirements of this RFP and is most advantageous to the Town and in its best interest. The Town reserves the right to award the proposal(s) considered to best serve the Town’s interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail.

#### **2.2. SUBMISSION OF PROPOSALS.**

Proposers must use the proposal form(s) furnished by the Town with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Town.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred eighty (180) days from the date of the proposal opening unless otherwise stated by the Town.

#### **2.3. DELIVERY.**

All materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the proposal pricing. Exceptions should be noted.

## **2.4. MATERIALS.**

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Town. In the event material(s) or products supplied to the Town are found to be defective or do not conform to the requirements of this RFP or the Specifications, the Town reserves the right to return the materials or product(s) to the Contractor, at the Contractor's expense.

**2.5. PRICING.** The price schedule forms attached to this RFP under Section 4 and to be included with each proposal shall specify the Proposer's pricing and/or fees for the materials and Services requested herein. Proposer should include any and all applicable taxes in proposal prices. If the proposer is awarded an Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the Agreement.

## **2.6. PROPOSAL COSTS.**

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Town, or for participating in any selection interviews.

## **2.7. LICENSES AND PERMITS.**

Proposer shall secure any and all necessary and required licenses, certifications and permits to conduct the Comprehensive Landscape Maintenance, including fertilization and pest control and Public Works Services and Miscellaneous Functions including, but not limited to, all Federal (Environmental Protection), State, County and Town licenses and permits. All proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

**2.7.1. Licenses** – CONTRACTOR must be fully licensed with all applicable and required licenses, certifications and permits for landscaping and fertilization and pest control services, including State, Miami-Dade County and/or Town licenses, certifications and permits.

**2.7.2. Pesticide Certification** - CONTRACTOR must have, subcontract and/or retain an individual or company with a certified pesticide operator license and/or certification through the State of Florida, Department of Health and Rehabilitative Services, as well as any and all licenses and certifications required by applicable law for pesticide applications. The operator or individual holding the pesticide license or certification shall perform pesticide applications for this Project. Any replacement of or change to the certified pesticide operator during the term of the Agreement shall require prior written notice to the Town and the approval of the Town to such certified pesticide operator.

**2.7.3. Tree Trimmer's License** – CONTRACTOR must have at least one (1) employee on site during all tree trimming services who possesses a Class B Tree Trimmer's license or better, as required by Miami-Dade County and applicable law.



**2.7.4. Florida Green Industries Certification** - CONTRACTOR must have at least one (1) full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this Project.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Town that it holds all licenses, certifications and permits (“Licenses”) required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public rights-of-way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

## **2.8. INSURANCE.**

2.8.1 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 Town, naming the Town 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 Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town 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 Town 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 Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town 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 Town. 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 Services.

2.8.1.1. 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.8.1.2. 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 Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

2.8.1.3. 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.

2.8.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

2.8.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

## **2.9. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.**

Contractor shall conduct its operations in compliance with all applicable federal, State, County and Town laws in providing the Services required by this RFP, including specifically: Section 54-78, "Prohibited Noises." of Chapter 54 of the Town's Code of Ordinances regulating inter alia noise, power tools and landscaping equipment and leaf blowers; Florida Friendly Landscape Requirements of Chapter 90, Article VII, Landscape Requirements, Sections 90-85 to 90-95 of the Town Code; Ordinance No. 2019-1696 of the Town of Surfside banning the use of herbicides containing glyphosate for landscape and maintenance work in all Town properties and facilities.

## **2.10. FEMA REQUIREMENTS; HURRICANE/STORM PREPARATION AND RECOVERY SERVICES**

**2.10.1.** This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found on Form 12 under Section 4.

**2.10.2.** The Contractor is bound by and must comply with the requirements of the April 2018 FEMA Public Assistance Program and Policy Guide, which is hereby incorporated by

reference and available online at this link: <https://www.fema.gov/media-library/assets/documents/111781>.

#### **2.11. ASSIGNMENT.**

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Town's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

#### **2.12. ATTORNEY'S FEES.**

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

#### **2.13. CONTRACTOR'S RELATION TO THE TOWN.**

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

#### **2.14. DISCRIMINATORY PRACTICES.**

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

#### **2.15. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.**

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

#### **2.16. CANCELLATION.**

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

#### **2.17. DISPUTES.**

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

**2.18. TERMINATION FOR DEFAULT.**

In the event of default by the proposer or Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

**2.19. TERMINATION FOR CONVENIENCE.**

The Town may terminate the Agreement, in whole or in part, for convenience upon five (5) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

**2.20. INDEMNIFICATION.**

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

**2.21. MULTIPLE /OTHER VENDORS.**

The Town reserves the right to select and award multiple proposers to provide one, some or all of the Services. If the selected contractors are unavailable, the Town reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

**2.22. PUBLIC ENTITY CRIME/DISQUALIFICATION.**

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**2.23. NO CONTINGENT FEE.**

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

**2.24. PUBLIC RECORDS; CONFIDENTIALITY.**

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town's rights hereunder.

**END OF SECTION 2**

## SECTION 3

### SCOPE OF SERVICES

#### 3.1 INTRODUCTION.

The Town is seeking proposals from qualified firms to provide all materials and services necessary to provide Comprehensive Landscape Maintenance and Related Services, including pest control, fertilization and on demand additional services, including hurricane/storm preparation and recovery services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (“RFP”). The Town reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

#### 3.2 SCOPE OF WORK

##### 3.2.1. SUMMARY

The landscape objectives for this Project are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

##### 3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Irrigation
Mowing
Trimming
Shrub Pruning
Mulching
Weed Control
Tree and Palm Pruning
Fertilization
Pest Scouting and Treatment
On Demand Additional Services
Hurricane/Storm Services
Locations of Services

##### 3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit “A,” and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

Item Number	Item Description	Sod	Trees	Hedges
1.0.0	<b>Park and Recreation Facilities</b>			
1.1.1	Town of Surfside Community Center	YES	YES	YES
1.1.2	Veteran's Park and Tennis Center	YES	YES	YES
1.1.3	96th Street Park	YES	YES	YES
1.1.4	Hawthorne Park	YES	YES	YES
1.1.5	Dog park - Surfside Paws Up Park	YES	YES	YES
1.1.6	Community Garden (Including Lift Station)	YES	YES	YES
1.1.7	Flamingo Garden Park	YES	YES	YES
2.0.0	<b>Parking Lots</b>			
2.1.1	Abbott Parking Lot	YES	YES	YES
2.1.2	94th Street Parking Lot	YES	YES	YES
2.1.3	Town Hall Parking Lot	YES	YES	YES
2.1.4	93rd Street Parking Lot	YES	YES	YES
2.1.5	95th Street Parking Lot	YES	YES	YES
2.1.6	Collins Avenue Parking Lot	YES	YES	YES
3.0.0	<b>Right of Way</b>			
3.1.1	Beach Ends	YES	YES	YES
3.1.2	Street Ends	YES	YES	YES
3.1.3	Hardpack/Walking Path	YES	YES	YES
3.1.4	Harding Avenue roadway (Downtown Surfside)	YES	YES	YES
3.1.5	All Right of Way (ROW), Roundabouts, Medians and Road Features	YES	YES	YES

3.2.3.3. A Tree Schedule Inventory table, attached as Exhibit “B,” outlines the number of trees in each service area that will require Comprehensive Landscaping Maintenance and Related Services from the Proposer.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

**3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.**

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor’s name and telephone number. If a vehicle is rented, the information may be affixed



to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used on the Project site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

### **3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS**

#### **3.4.1 IRRIGATION**

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

#### **3.4.2 MOWING**

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0” for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

### 3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using vacuums, brooms, and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

### 3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than thirty (30) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than thirty (30) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be "cleaned" to remove all young stems.

3.4.4.10 All hardwood trees which are less than thirty (30) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other “cleaning”, “thinning”, or “raising” of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

### 3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching must be approved by Public Works Director. In lieu of Mulching, as determined by Public Works Director, river rock or other options shall be used as directed by Public Works Director for the Town.

### 3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings (“volunteers”) in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

## 3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned at least two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases ("boots" and "thatch") shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining "boots" or "thatch" by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the

guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

### **3.6. SCOPE OF WORK – FERTILIZATION**

#### **3.6.1 FERTILIZER TYPES**

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., “Palm Special” 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e. Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter’s 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

#### **3.6.2 FERTILIZATION FREQUENCY**

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

#### **3.6.3 FERTILIZER RATES**

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

### 3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, blown, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

## 3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

### 3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

### 3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

### 3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using Ronstar (Oxadiazon) or Surflan (Oryzalin) or a similar material may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

## 3.8. ADDITIONAL SERVICES



3.8.1 Additional non-routine services may be requested by the Town as provided in the Landscape Maintenance Schedule Price Form, and may include, but are not limited to the following:

- (a) Hurricane/Storm Preparation
- (b) Hurricane/Storm Recovery
- (c) Seasonal Flower Placement
- (d) Event Landscaping
- (e) Sod Replacement
- (f) New Plant Installation
- (g) Tree or Stump Removal
- (h) Straightening or Resetting of Trees
- (i) Tree Relocation
- (j) Athletic Field Maintenance
- (k) Public Works' Miscellaneous jobs
- (l) Holiday and Special Events (setup and cleanup)

### 3.8.2 Price Bid Schedule Form – Hurricane/Storm Preparation and Recovery

During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's National Hurricane Center as being under a Tropical Storm Watch or greater, the Town may provide notification to the Contractor to perform miscellaneous tasks required by the Town, in preparation for the weather event. Landscape Contractor must be available 24/7 during storm preparation. Landscape Contractor must be available for storm recovery efforts.

The contractor shall handle debris management activities in the Town in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Services (NRC), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP).

3.8.3 The contractor must operate their own storage and operation site within a thirty (30) mile radius from the Town of Surfside Town Hall, 9293 Harding Ave, Surfside, Florida, within sixty (60) days of award of contract. No storage will be permitted on Town premises. Limited space for storage may be granted by the Town which may be utilized for limited storage and staging needs. All trash shall be removed off-site daily. No dumpsters shall be stored within Town limits.

**END OF THIS SECTION**

**SECTION 4**  
**PROPOSAL FORM PACKAGE**

As provided in the RFP, the following items must be attached to this Proposal:

<b>FORMS</b>	<b>STATUS</b>
Form 1 – Proposal Form Package Acknowledgement	<input type="checkbox"/>
Form 2A. Proposer’s Certification (if Company or Corporation)	<input type="checkbox"/>
Form 2B. Proposer’s Certification (if Partnership)	<input type="checkbox"/>
Form 3. Single Execution Affidavits	<input type="checkbox"/>
Form 4. Dispute Disclosure	<input type="checkbox"/>
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	<input type="checkbox"/>
Form 6. Proposer’s Qualifications Survey	<input type="checkbox"/>
Form 7. Statement of Qualifications Checklist	<input type="checkbox"/>
Form 8A. Price Submittal Schedule Form – General Monthly Maintenance	<input type="checkbox"/>
Form 8B. Price Submittal Schedule Form – On Demand Additional Services	<input type="checkbox"/>
Form 8C. Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery Services	<input type="checkbox"/>
Form 9. Reference List	<input type="checkbox"/>
Form 10. Federally Required Clauses Affidavit	<input type="checkbox"/>

**FORM 1**  
**PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS**

I hereby propose to furnish the goods and services specified in the Request for Proposals, RFP No. 2025-01. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this proposal:

- |          |  |
|----------|--|
| Form 1.  | Proposal Form Package Acknowledgement.   |
| Form 2A. | Proposer's Certification (if Company or Corporation)   |
| Form 2B. | Proposer's Certification (if Partnership)  |
| Form 3.  | Single Execution Affidavits  |
| Form 4.  | Dispute Disclosure   |
| Form 5.  | Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions |
| Form 6.  | Proposer's Qualifications  |
| Form 7.  | Statement of Qualifications Checklist  |
| Form 8A. | Price Submittal Schedule Form – General Monthly Maintenance Services                                       |
| Form 8B. | Price Submittal Schedule Form – On Demand Additional Services  |
| Form 8C. | Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery Services                            |
| Form 9.  | Reference List   |
| Form 10. | Federally Required Clauses Affidavit   |

**Form 1 – Proposal Form Package Acknowledgements (continued)**

\_\_\_\_\_  
NAME OF PROPOSER FIRM

\_\_\_\_\_  
SIGNATURE OF PROPOSER

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_  
TELEPHONE NUMBER

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

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

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

Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(SEAL)

**FORM 2A**  
**PROPOSER'S CERTIFICATION**  
**(if Company or Corporation)**

**CERTIFICATE**

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

I HEREBY CERTIFY that a meeting of the Board of Directors of  
\_\_\_\_\_

a corporation or company existing under the laws of the State of \_\_\_\_\_,

held on \_\_\_\_\_, 2020, the following resolution was duly passed and adopted:

RESOLVED, that, as \_\_\_\_\_ of the Corporation/Company, be and is hereby authorized to execute the proposal dated, \_\_\_\_\_, 2020 to the Town of Surfside for RFP No. 2025-01 Comprehensive Landscape Maintenance and Related Services, and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

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 corporation/company on this the \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary

(SEAL)

**FORM 2B  
PROPOSER'S CERTIFICATION  
(if Partnership)**

**CERTIFICATE**

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

I HEREBY CERTIFY that a meeting of the Partners of \_\_\_\_\_  
\_\_\_\_\_, a  
partnership existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 2020, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_,  
as \_\_\_\_\_ of the  
Partnership, be and is hereby authorized to execute the proposal dated \_\_\_\_\_,  
2020, to the Town of Surfside for RFP No. 2025-01 Comprehensive Landscape  
Maintenance and Related Services from this partnership and that his execution of thereof,  
attested by the shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Secretary

(SEAL)

**FORM 3**  
**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 TOWN OF SURFSIDE 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 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.
- 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.

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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 and Town of Surfside 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.

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Proposer Initials

**Business Entity Affidavit**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the " Town") 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 Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town 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 Town. 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 Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, 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 Town.

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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 Town 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 Town may immediately terminate the Agreement that may result from this RFP 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 RFP 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 Town may immediately terminate the Agreement that may result from this RFP 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 RFP. 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

**Drug-Free Workplace Affidavit**

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer’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.
  - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
  - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must 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.
  - 3) 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.
  - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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.)**

- The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
  
- The entity submitting this sworn statement is not a drug-free workplace.

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

**Town Non-Discrimination Requirements Affidavit**

Proposer understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that “Boycott” as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to

blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

\_\_\_\_\_  
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 No. 2025-01** 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 Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

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

**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  
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 of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Title*

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_.

Personally known   
*OR*

Produced identification  
\_\_\_\_\_

*Type of identification*

Notary Public – State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**FORM 5**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

**FORM 6**  
**PROPOSER'S QUALIFICATIONS SURVEY**

**NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.**

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in landscaping and maintenance services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Principals: \_\_\_\_\_ Titles: \_\_\_\_\_

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

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

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

- b. List Principals Licensed:

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

3. How long has your Firm been in business and so licensed? \_\_\_\_\_

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization \_\_\_\_\_

b. Name, address and ownership units of all directors, officers, members, principals or partners:

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



**Form 6 – Proposer’s Qualifications Survey (continued)**

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- c. State whether general or limited partnership: \_\_\_\_\_
- d. State whether a corporation or company \_\_\_\_\_. Date and State of incorporation\_\_\_\_\_.

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

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- 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- 6. How many years has your firm been in business under its present business name?

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- a. Under what other former names has your firm operated?

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- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm’s services or operations? If so list:

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- 7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

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- b. State the name of the individual(s) who will have personal supervision and key roles for the Services:

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**Form 6 – Proposer’s Qualifications Survey (continued)**

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8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Surfside, Florida for the proposed Services should your Firm be the successful Proposer.

Name \_\_\_\_\_

Title \_\_\_\_\_

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

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Attach additional sheets if necessary.

**FORM 7**  
**STATEMENT OF QUALIFICATIONS CHECKLIST**

*Proposer Name:*

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*Company Name:*

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*Mailing Address:*

---

*City, State, Zip Code:*

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*Telephone:*

---

*Fax:*

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**Mark all of the services the firm is qualified to perform with an "X" below:**

**Comprehensive Landscape Maintenance**

- Irrigation
- Mowing
- Edging and Trimming
- Shrub Pruning
- Mulching
- Weed Control
- Tree and Palm Pruning
- Fertilization
- Pest Scouting and Treatment
- Other \_\_\_\_\_

**Additional Services**

- Hurricane/Storm Preparation
- Hurricane/Storm Recovery
- Seasonal Flower Placement
- Event Landscaping
- Sod Replacement
- New Plant Installation
- Tree or Stump Removal
- Straightening or Resetting of Trees
- Tree Relocation
- Athletic Field Maintenance
- Public Works' Miscellaneous Jobs
- Holiday and Special Events (setup and cleanup)
- Other \_\_\_\_\_

**FORM 8A**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**GENERAL MONTHLY MAINTENANCE SERVICES**

**FORM 8B**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**ON DEMAND ADDITIONAL SERVICES**

**FORM 8C**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**HURRICANE/STORM PREPARATION AND RECOVERY SERVICES**

**FORM 9  
REFERENCE LIST**

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

**REFERENCE #1**

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

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of  
Work/Complexity)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

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

**REFERENCE #2**

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

**Reference Contact Person/Title/Department:** \_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

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

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)** \_\_\_\_\_

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

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



**REFERENCE #3**

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

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of**

**Work/Complexity)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

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

**FORM 10**  
**FEDERALLY REQUIRED CLAUSES AFFIDAVIT**  
**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC**  
**OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS PROCUREMENT SHALL CONFORM IN ALL RESPECTS TO THE “FEDERALLY REQUIRED CLAUSES” INCLUDING, BUT NOT LIMITED TO THOSE CLAUSES LISTED BELOW. PROPOSER SHALL WARRANT THAT IT HAS READ, UNDERSTANDS, AND IS WILLING TO COMPLY WITH ALL THE “FEDERALLY REQUIRED CLAUSES” LISTED BELOW. IN THE EVENT THE PROPOSER FAILS TO SWEAR TO ANY PART OF THIS AFFIDAVIT, THE PROPOSER SHALL BE DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL. THIS AFFIDAVIT IS SUBMITTED TO THE TOWN OF SURFSIDE 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#: \_\_\_\_\_)

**A. 2 C.F.R. §200.213 - Suspension and debarment**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

**B. 2 C.F.R. §200.317 - Procurements by states**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

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

## C. 2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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**Proposer Initials**

**D. 2 C.F.R. §200.319 - Competition**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations.

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

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**Proposer Initials**

## **E. 2 C.F.R. §200.320 - Methods of procurement to be followed**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of

A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

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**Proposer Initials**

**F. 2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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**Proposer Initials**

**G. 2 C.F.R. §200.322 - Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**Proposer Initials**

## **H. 2 C.F.R. §200.323 - Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

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## **Proposer Initials**

## **I. 2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2)The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

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**Proposer Initials**

**J. 2 C.F.R. §200.325 - Bonding requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A

“performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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**Proposer Initials**

**K. §200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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**Proposer Initials**

**L. 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

Requirements under the Uniform Rules. A non-Federal entity’s contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity’s own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract



terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with

which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (4) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- (5) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the contract clause listed under section 4(b), “Compliance with the Copeland “Anti-Kickback” Act.”

b. “Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

(1) “Clean Air Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965)

(codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.



All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government:  
“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts:  
“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

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Proposer Initials

[SIGNATURE PAGE FOLLOWS.]

**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

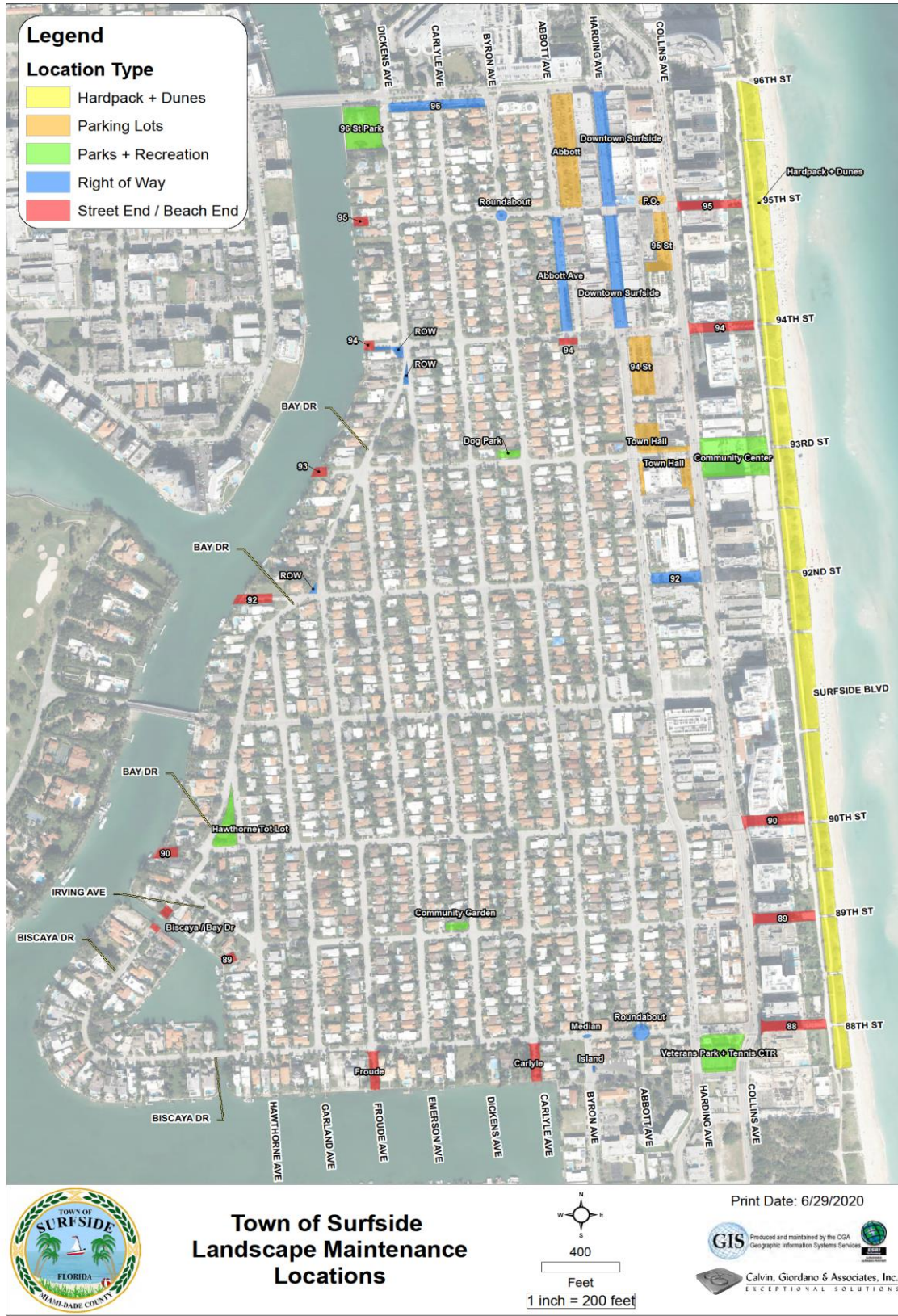
\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

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

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

# Exhibit "A"

## Landscape Maintenance Locations Map



In addition, this RFP No.: 2025-01 shall include newly added road features, ROWs, and Flamingo Garden Park.

**Exhibit "B"**  
**Tree Schedule Inventory**

**Exhibit "C"**  
**Sample Agreement**