

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

REQUEST FOR PROPOSALS

SEOPW CRA LANDSCAPE MAINTENANCE SERVICES

RFP NUMBER
17-03

ISSUE DATE
AUGUST 9TH, 2017

MANDATORY PRE-SUBMITTAL MEETING DATE AND TIME

AUGUST 22ND, 2017 AT 10:00 AM

AT:

SEOPW CRA OFFICE
819 NW 2ND AVE, 3RD FLOOR
MIAMI, FL 33136

RESPONSE SUBMISSION DATE AND TIME

SEPTEMBER 7TH, 2017 AT 11:00 AM

AT:

THE OFFICE OF THE CITY CLERK
CITY OF MIAMI
3500 PAN AMERICAN DRIVE
MIAMI, FLORIDA 33133

DESIGNATED CONTACT

Brian Zeltsman, RA
Director of Architecture and Development
Southeast Overtown / Park West
Community Redevelopment Agency
819 NW 2nd Ave., 3rd Floor
Miami, Florida 33136
305-679-6827
Fax: 305-679-6835

Email: bzeltsman@miamigov.com

Website: <http://www.miamicra.com/seopwcra/pages/procurement.html>

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PUBLIC NOTICE

SOUTHEAST OVERTOWN / PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR PROPOSALS

SEOPW CRA LANDSCAPE MAINTENANCE SERVICES

RFP NO: 17-03

The Southeast Overtown/Park West Community Redevelopment Agency (the "SEOPW CRA") is seeking the services of a qualified landscape maintenance contractor to provide landscape maintenance services on SEOPW CRA owned/maintained properties.

Completed Proposals must be delivered to the **City of Miami City Clerk's Office, 3500 Pan American Drive, Miami, Florida 33133 no later than 11:00 am, on September 7th, 2017** ("Response Submission Date"). Any Responses received after the above date and time or delivered to a different address or location will not be considered.

RFP documents may be obtained on or after **August 9th, 2017**, from the SEOPW CRA offices, 819 NW 2nd Avenue, Miami, Florida 33136, or from the SEOPW CRA webpage:
<http://www.miamicra.com/seopwcra/pages/procurement.html>

The SEOPW CRA reserves the right to accept any Proposals deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities, omissions, and/or technicalities in any Proposal, or to reject any or all Proposals and to re-advertise for new Proposals as deemed necessary by the SEOPW CRA without notice.



SECTION I: INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposals ("RFP"). The Southeast Overtown/Park West Community Redevelopment Agency (the "SEOPW CRA") invites responses ("Responses") which offer to provide the services described in Section 2.0: "*Scope of Services*." Copies of the solicitation are available on the SEOPW CRA webpage by visiting <http://www.miamicra.com/seopwcra/pages/procurement.html>

1.2. Submission of Responses

The SEOPW CRA reserves the right to accept any Responses deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities or omissions or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses.

Sealed written Responses must be received by the SEOPW CRA, no later than the date, time and at the location indicated in Section IV of the RFP in order to be considered responsive. Faxed documents are not acceptable. **One (1) printed original, four (4) printed copies, and one (1) electronic copy on USB drive or CD** of your complete response to this RFP must be timely received by the Clerk or your Response may be disqualified.

1.3. Pre-Submittal Meeting, Additional Information, & Clarifications

A mandatory Pre-Submittal Meeting will be held on Tuesday, August 22, 2017 at 10:00am at the SEOPW CRA Offices at 819 NW 2nd Ave, 3rd Floor, Miami, FL 33136. All prospective proposers shall attend.

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications. Facsimiles must have a cover sheet that includes the Proposer's name, the RFP number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 P.M. on August 25th, 2017.** Late or mis-delivered requests will not receive a reply.

The SEOPW CRA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. **Addendum(s) will only be made available on the SEOPW CRA webpage and it is the Proposer's sole responsibility** to assure receipt of all addenda. Prior to submitting the Response, the Proposer should check the SEOPW CRA webpage for all addenda.

1.4. Contract Terms and Conditions.

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the SEOPW CRA prior to the commencement of any work.



1.5. Price Proposal

The price proposal will be incorporated into the overall rating and ranking of all Proposals. The SEOPW CRA reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the SEOPW CRA.

1.6. Award of a Contract

A Contract may be awarded to the Successful Proposer for the Project by the SEOPW CRA Board of Commissioners, as applicable, based upon the criteria reflected herein. The SEOPW CRA reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the SEOPW CRA's best interests. The SEOPW CRA does not represent that any award will be made.

1.7. Contract Execution

By submitting a Response, the Proposers agree to be bound to and execute the Contract for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Contract for SEOPW CRA's consideration. None of the foregoing shall preclude the SEOPW CRA, at its option, from seeking to negotiate changes to the Contract during the negotiation process.

1.8. Unauthorized Work

The Successful Proposer(s) shall not begin work until the SEOPW CRA issues a Notice to Proceed. Such Notice to Proceed shall constitute the SEOPW CRA's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the SEOPW CRA and Proposer will not have any recourse against the SEOPW CRA for performing unauthorized work.

1.9. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response. Responses shall be submitted in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

1.10. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the point of contact specified in the RFP. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response to any other individual or entity.



1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to SEOPW CRA in the manner prescribed in this RFP. Should it be necessary, the SEOPW CRA will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.12. Local Workforce Participation

Proposers are encouraged to maximize the use of the local workforce in the performance of the services prescribed by this RFP.

1.13. Disqualification

The SEOPW CRA reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Proposer who submits in its Response any information that is determined by the SEOPW CRA, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the SEOPW CRA or the City of Miami, or where the SEOPW CRA has an open or liquidated claim against a Proposer for monies owed the SEOPW CRA at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior SEOPW CRA contract or agreement, or has been debarred by a federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

1.14. Proposer's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the SEOPW CRA in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The SEOPW CRA shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, or anticipation of an award of a contract, or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, or administrative or judicial proceedings resulting from the solicitation process.

1.15. Inspection of Sites

Proposers should carefully examine the sites of the proposed work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the contractor firm to fulfill, in every detail, all of the requirements of the

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Contract Documents, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

1.16. Terms and Conditions of RFP

By submission of its response, each Proposer agrees to the terms and conditions contained herein. Responses that are conditioned to additions, deletions or revisions to the Agreement terms and conditions will be rejected as non-responsive.

1.17. Execution of Proposal

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Response as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the SEOPW CRA a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response. Proposer understands that by submitting this RFP does not constitute an agreement or contract with the Proposer.



SECTION II: RFP SCOPE OF SERVICES

2.1. Purpose

The SEOPW CRA is seeking to procure a qualified landscape maintenance contractor to provide landscape maintenance services on SEOPW CRA owned/maintained properties.

2.2. Project Scope of Services

The scope of services shall include the following, which shall be expected to occur **twice** per each calendar month, with the 1st cut performed between the 1st and 5th day of the calendar month, and the 2nd cut performed between the 15th and 20th day of the calendar month. The scope of services and Proposal shall be for a 12-month period:

- Cutting of grass, edge trimming, tree trimming/pruning, hedging and shrub trimming to provide a well-manicured property.
- Providing herbicides, pesticides and fertilizer as required to keep the grass, plants, shrubs and trees in good condition.
- Providing weed killer to paved areas, sidewalks, curbs, etc. to prevent the growth of weeds.
- Provide mulch on a **quarterly** basis to insure that all plant beds and tree pits are properly mulched.
- Collection and disposal of all debris, trash, and paper, etc. as well as collection and disposal of tree trimmings, shrub trimmings and any other debris related to the maintenance work performed.
- Inspect, test and repair all sprinkler systems including but not limited to all sprinkler heads, piping, timers, vacuum breakers and rain sensors to insure proper sprinkler system operation.
- Contractor shall provide all plant materials including trees, shrubs, ground coverings and sod to replace any and all damaged, withered or diseased plant materials during the maintenance cycles.
- Contractor shall be responsible for providing all labor, materials and equipment to comply with the requirements.

The aforementioned scope of services shall be required for each of the following properties:

Property Address:	Folio No:	Landscaped Area* (Sq.Ft)	Lot Size (Sq.Ft.)	Property Type
1163 NW 3 rd Avenue	01-3137-031-0090	1,769	1,769	Vacant lot
1141 NW 3 rd Avenue	01-3136-037-0540	1,392	7,381	Vacant lot
901 NW 3 rd Avenue	01-0102-060-1270	5,500	5,500	Vacant lot
915 NW 3 rd Avenue	01-0102-060-1190	8,250	8,250	Vacant lot
249 NW 9 th ST	01-0102-060-1250	1,656	5,500	Ward Rooming House
910 NW 2 nd Court	01-0102-060-1230	5,500	5,500	Vacant Lot
920 NW 2 nd Avenue	01-0102-060-1160	346	7,218	Building
930 NW 2 nd Avenue	01-0102-060-1100	2,750	2,750	Vacant lot
934 NW 2 nd Avenue	01-0102-060-1090	2,750	2,750	Vacant lot



224 NW 12 th Street	01-3136-037-0500	7,500	7,500	Vacant lot
119 NW 11 th Street	01-3137-031-0090	7,500	7,500	Vacant lot
345 NW 10 th Street	01-0101-040-1160	7,966	40,383	Parking Lot (P3)
262 NW 10 th Street	01-0102-060-1040	7,332	11,000	Parking Lot (P4)
250 NW 10 th Street	01-0102-060-1030			
1490 NW 3 rd Avenue	01-3136-064-0010	28,827	93,900	Shopping Plaza
316 NW 11 th Street	01-0101-040-1040	7,500	7,500	Vacant lot
324 NW 11 th Street	01-0101-040-1050	7,500	7,500	Vacant lot
334 NW 11 th Street	01-0101-040-1060	7,500	7,500	Building
402 NW 8 th Street	01-0104-080-1010	5,000	5,000	Vacant lot
728 NW 4 th Avenue	01-3137-028-0020	5,000	5,000	Vacant lot
734 NW 4 th Avenue	01-3137-028-0010	5,000	5,000	Vacant lot
226 NW 10 th Street	01-0102-060-1020	4,127	4,127	Vacant lot
249 NW 6 th Street	01-0105-050-1120	149,856	149,856	Vacant lot
9 th Street Pedestrian Mall	(From NW 1st Ave to NW 3rd Ave)	19,764	48,000	Street
Sawyers Walk NW 7 th Street	(From 1st Court to NW 3rd Ave)	20,624	48,000	Street
909 NW 2 nd Court	01-0102-060-1220	5,500	5,500	Vacant lot
925 NW 2 nd Court	01-0102-060-1080	2,080	8,250	Building
921 NW 2 nd Court	01-0102-060-1170	2,750	2,750	Vacant lot
276 NW 9 th Street	01-0103-050-1100	7,500	7,500	Vacant lot
1016 NW 3 rd Avenue	01-0101-040-1210	2,310	5,000	Mini Park
916 NW 2 nd Court	01-0102-060-1160	5,500	5,500	Vacant lot
300 NW 11 th Street	01-0101-040-1010	307	5,000	Building
1611 NW 3 rd Avenue	01-3136-021-1700	16,320	16,320	Vacant Lot
244 NW 16 th Street	01-3136-021-0901	5,250	5,250	Vacant Lot
1021 NW 2 nd Avenue	01-0101-060-1130	865	2,750	Building
1900 NW 2 nd Court	01-3136-027-0250	9,198	9,198	Vacant Lot
811 NW 1 st Court (and others)	01-0103-060-1010... ...1020, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1140, 1150, 1160, 1170, 1180, 1200, 1230, 1231, 1240	4,913	96,545	Parking Lot (P58)

*Note: Areas provided are approximate. Proposers are responsible for verifying sites and area calculations prior to submitting a response.



SECTION III: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The SEOPW CRA reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the SEOPW CRA, is in its best interest. The SEOPW CRA also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the SEOPW CRA, and who is not in a position to perform the requirements defined in this RFP. Further, the SEOPW CRA may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. Legal Requirements

This RFP is subject to all applicable federal, state, county, and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

3.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the SEOPW CRA, shall have the unqualified right to terminate the Work Order (s), or Agreements upon written notice to the Consultant, without any penalty or expense to the SEOPW CRA. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

3.4. Occupational License Requirement

Proposer(s) shall meet the City of Miami's Occupational License requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended. Proposer(s) with a business location outside the City of Miami shall meet the applicable local Occupational License requirements.

3.5. Minimum Qualification Requirements

The Bidder must be a landscape contractor authorized and licensed to practice in the State of Florida, and must have all licenses and business tax receipts required by applicable law, and have been in business for a period not less than three (3) years. The SEOPW CRA will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the SEOPW CRA to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A minimum of three (3) references from owners of the project(s) of a similar, size, and scope that have been completed are to be included in the Response. Failure to submit the references may result in the Response being deemed non-responsive.



3.6. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Response, cancellation of the Agreement (if awarded) and may result in Proposer's debarment.

3.7. Resolution of Protests

Any respondent who perceives itself aggrieved in connection to this RFP solicitation or proposal award of the Contract may protest to the SEOPW CRA's Executive Director: (i) within three (3) days of issuance of the RFP (if a protest of the RFP solicitation); or (ii) within two (2) days of the recommendation of the award by the SEOPW CRA's Executive Director is received or known by the Proposer. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points or from a simple disagreement with the opinion(s) of the Executive Director. A protest may not be based upon a failure to recommend a particular Proposer for funding. The written protest must be timely delivered to the Executive Director within the time frame set forth herein. Late or mis-delivered protest cannot be considered. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based, and shall include all pertinent documents and evidence. All protests shall be accompanied by a filing fee in the form of a money order or cashier's check payable to the Southeast Overtown/Park West, Community Redevelopment Agency in an amount equal to one (1%) of the amount of the work or project, or \$5,000.00, whichever is less. If the protest is upheld, the filing fee (less any actual costs incurred by the SEOPW CRA) shall be refunded, less interest, to the Proposer. If the protest is denied, the filing fee shall not be refunded but shall be retained by the SEOPW CRA. The filing of a protest shall be a condition precedent to any other action challenging an award. **NO EXCEPTIONS TO THIS REQUIREMENT.**

3.8. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive.

3.9. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the



conflict of interest and code of ethics laws. The SEOPW CRA will investigate all situations where collusion may have occurred and the SEOPW CRA reserves the right to reject any and all Responses where collusion may have occurred.

3.10. Clarifications

The SEOPW CRA reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.11. Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement Key Personnel shall not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

3.12. Audit Rights and Records Retention

The Successful Proposer agrees to provide access at all reasonable times to the SEOPW CRA, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for three (3) years after the SEOPW CRA makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the SEOPW CRA.

3.13. Public Records

Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to SEOPW CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the SEOPW CRA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded) by the SEOPW CRA.

3.14. Conflict Of Interest

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

3.15. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a



contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

3.16. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned protected classes be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.17. Conflict Of Interest, And Unethical Business Practice Prohibitions

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

3.18. Insurance Requirements

Prior to the execution of an Agreement, the Successful Proposer shall be required to furnish the SEOPW CRA with Certificates of Insurance reflecting the following insurance coverage:

A. Workers' Compensation insurance for the payment of compensation and other benefits in accordance with the "Workers' Compensation Law," Chapter 440, Florida Statutes and all applicable federal laws, for the coverage of occupational injury or disease suffered by the contractor's employees. Additionally, the policy(ies) must include a waiver of subrogation.

B. Employers' Liability coverage shall be provided in the amounts not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each bodily injury caused by an accident, each accident; **Five Hundred Thousand Dollars (\$500,000.00)** each bodily injury caused by disease, each employee; and **Five Hundred Thousand Dollars (\$500,000.00)** each bodily injury caused by disease, policy limit.

C. Commercial General Liability ("CGL") with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. **Products and/or Completed Operations** for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project.
2. **Personal and Advertising Injury** with an aggregate limit of **One Million Dollars (\$1,000,000.00)**.
3. **Additional Endorsements:**
 - a. Premises and Operations Liability



- b. Contingent and Contractual Liability
- c. Explosion, Collapse and Underground Hazard

4. **Additional Insureds:** The following are to be expressly included as additional insureds with respect to the liability arising out of operations performed for the SEOPW CRA by or on behalf of the Successful Proposer or acts or omissions of the Successful Proposer in connection with general supervision of such operations. Certificates of insurances for the aforementioned coverage must be presented to the SEOPW CRA and reflect the additional insureds as follows:

- a. City of Miami
444 SW 2nd Avenue
Miami, FL 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, FL 33136

D. Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office, and must include:

- 1. Any auto, owned autos, scheduled autos, including hired, borrowed, or non-owned autos.
- 2. **Additional Insureds:** The following are to be expressly included as additional insureds with respect to the liability arising out of operations performed for the SEOPW CRA by or on behalf of the Successful Proposer or acts or omissions of the Successful Proposer in connection with general supervision of such operations. Certificates of insurances for the aforementioned coverage must be presented to the SEOPW CRA and reflect the additional insureds as follows:
 - a. City of Miami
444 SW 2nd Avenue
Miami, FL 33130
Attn: Risk Management
 - b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, FL 33136

E. Umbrella Policy covering bodily injury and property damage liability with limits of **One Million Dollars (\$1,000,000.00)** each occurrence and an aggregate limit of **One Million Dollars (\$1,000,000.00)**. Excess coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability

SEOPW CRA and the City of Miami are to be expressly included as **Additional Insureds** with respect to the Umbrella Policy.



3.19. Indemnification

The Successful Proposer shall be required to indemnify and hold harmless SEOPW CRA and the City of Miami, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Successful Proposer and persons employed or utilized by the Successful Proposer in the performance of the Agreement. These indemnifications shall survive the term of this Contract. The Successful Proposer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Successful Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SEOPW CRA or the City of Miami, its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided shall obligate the Successful Proposer to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at SEOPW CRA's option, any and all claims of liability and all suits and actions of every name and description which may be brought against SEOPW CRA whether performed by the Successful Proposer, or persons employed or utilized by the Successful Proposer. This indemnity shall survive the cancellation or expiration of the Agreement. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes. The Successful Proposer shall require all agreements with Subcontractors to include a provision that requires the Subcontractors to indemnify the SEOPW CRA and the City of Miami.

By responding, the Successful Proposer agrees and recognizes that the SEOPW CRA or the City of Miami shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Proposer in which the SEOPW CRA or the City of Miami participated either through review or concurrence of the Successful Proposer's actions. In reviewing, approving or rejecting any submissions by the Successful Proposer or other acts of the Successful Proposer, the SEOPW CRA or the City of Miami in no way assumes or shares any responsibility or liability of the Successful Proposer or Subcontractor(s), under the Agreement.



SECTION IV: INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer's Response to this RFP. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

4.1. Submission Requirements

Each Response must contain the following documents and form required by Sections 4.1.A and B, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in Section 4.2. Each section of the Response as stipulated in 4.2 shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Page limitations have been established for some sections. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee. Proposer shall use the font style Times New Roman or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 4.2.

A. CONTENTS OF QUALIFICATION STATEMENT:

1. **Proposal Letter (Maximum 1 page)**

2. **Narrative (Maximum 2 page)**

Narrative is to explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project. The Narrative should highlight the firm's unique qualities and capabilities applicable to the project.

3. **Qualifications of the Proposer**

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

- a. Resume of the principal-in-charge of this Project for the Proposer.
- b. Copies of any federal, State of Florida, county, or local small business certifications. (Submit company certification, not personal certifications)
- c. Copy of business licenses, including Occupation, and Florida Registration. (Submit company certification, not personal certifications)
- d. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.



- e. Letters from the insurer carrier stating that the Proposer is capable of meeting the insurance requirements contained in this RFP.

4. Experience Past Five (5) Years:

Proposer shall provide documentation to substantiate the past experience in landscape maintenance services. These projects/contracts must be of similar size, scope, and complexity. This section may contain photos, but photos are not required.

5. Proposer References:

Proposer shall provide reference letters from past clients and a list of references from past clients. ***(3 reference letters required and a list of 5 references required)***

B. PRICE PROPOSAL

The Price Proposal shall be submitted with a total price for all services on all properties outlined in section 2.2. **Note:** The total price proposed shall be further broken down **per property** as listed in section 2.2 for future reference in amending an agreement, should the SEOPW CRA dispose of property.

Evaluation of Price Proposal

The Price Proposal submission will be assigned a maximum of thirty (30) points by each Evaluation Committee member. The Price Proposal point score will be evaluated in the following manner:

1. The responsive Response with the lowest total Price Proposal will be given the maximum points for the Price Proposal as identified in section 5.0B.
2. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price for the Price Proposal being evaluated, with the result being multiplied by the maximum possible points for the Price Proposal, to arrive at a point score of less than the maximum score.

Example:
$$\frac{\text{Lowest Total Price Proposed}}{\text{Proposer's Total Price}} \times \text{Total Possible Points for Price Proposal} = \text{Price Proposal Point Score}$$



4.2. Response Submission Format

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may result in the Response being determined non-responsive.

Section A

1. Proposal Letter
2. Narrative

Section B

1. Qualifications of Proposer
2. Proposer's Experience
3. Proposer's Client References

Section C

Price Proposal



4.3. Response Instructions

One (1) printed original, four (4) printed copies, and one (1) electronic copy on USB drive or CD of your complete response to this RFP must be delivered to:

**Todd Hannon, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133**

Responses must be **clearly marked on the outside of the package(s)** referencing

RFP No. 17-03

SEOPW CRA LANDSCAPE MAINTENANCE SERVICES

Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses are to remain valid **for at least 120 days**. Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the SEOPW CRA's discretion.

SUBMITTAL GUIDELINES

1. General

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP. Sub-consultants or Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Response may not be a Sub-consultant on another Response submitted under this RFP.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.



SECTION 5

5.0 EVALUATION/SELECTION PROCESS

A. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Proposals and listing of all Responses received.
4. Preliminary review of the Proposals by SEOPW CRA staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by SEOPW CRA Staff and/or Selection Committee to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the SEOPW CRA Executive Director, shall meet to evaluate each responsive Response Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Proposals, the Fee Proposal will be opened by SEOPW CRA staff at the Selection Committee meeting.
8. SEOPW CRA staff will calculate the score for each Fee Proposal in accordance with the methodology stated in Section 4 and advise the Selection Committee.
9. SEOPW CRA staff will then total the score of each Proposer and advise the Selection Committee of each Proposer's combined score.
10. The Selection Committee forwards its recommendation of the most qualified Proposer to the SEOPW CRA Executive Director inclusive of the ranking of the Responses.
11. After considering the recommendation of the Selection Committee, the SEOPW CRA Executive Director may approve the Committee's recommendation and present said recommendation to the SEOPW CRA's Board of Commissioners, request that the Selection Committee provide additional information as to the ranking of the Responses, or reject all Responses and cancel or re-issue the solicitation.
12. The SEOPW CRA Executive Director shall negotiate an Agreement with the Successful Proposer. Where SEOPW CRA is not able to successfully negotiate an Agreement with the top ranked Proposer(s), such negotiations be terminated and the SEOPW CRA shall enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Responses are rejected.
13. If required, after reviewing the SEOPW CRA Executive Director's recommendation, the SEOPW CRA Board of Commissioners may: approve the SEOPW CRA Executive Director's recommendation and authorize award of the Agreement; reject the Agreement; or reject all Responses and direct the SEOPW CRA Executive Director to re-open negotiations or to solicit new Responses.



B. EVALUATION CRITERIA

Responses shall be evaluated according to the following criteria and respective weight:

- | | |
|------------------------------|-------------------|
| ➤ Qualifications of Proposer | Maximum 20 points |
| ➤ Experience of Proposer | Maximum 20 points |
| ➤ Price Proposal | Maximum 30 points |
| ➤ Company Location* | Maximum 15 points |
| ➤ Technical Capabilities | Maximum 5 points |
| ➤ References | Maximum 10 points |

* Location Criteria (15 points maximum)

Firm is located within the boundaries of the Southeast
Overtown/Park West Redevelopment Area 15 Points

Firm is located within the municipal boundaries of the
City of Miami 7 Points

Firm is located within Miami-Dade County (but not
within City of Miami municipal boundary) 3 Points

"Located" means a business which conducts all or a portion of its operations from a permanent structure that is physically found to operate within the limits of the Southeast Overtown/Park West Redevelopment Area, the City of Miami or Miami-Dade County, and has operated legally pursuant to all applicable zoning and licensing laws for a minimum of one (1) year prior to the issuance of this RFQ. If the business is located in the permanent structure pursuant to a lease, such lease must be in writing for a term no less than one (1) year and have been in effect for no less than one (1) year prior to the issuance of this RFQ. Firms must provide proof of office location; P.O. boxes will not be accepted. Firms must also be able to demonstrate that personnel assigned to this project work from the specific office location submitted.

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

SECTION 6

6.0 RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 17-03: SEOPW CRA LANDSCAPE MAINTENANCE SERVICES

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

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

6.1a. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS FORM

RFP No. 17-03: SEOPW CRA LANDSCAPE MAINTENANCE SERVICES

I acknowledge the receipt and have familiarized myself with all addendums for this RFP, and certify that I am authorized to sign for the Proposer's firm. Any and all addendums can be found on the SEOPW CRA website by the Response Submission Date. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

**6.2.1 CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

_____, a corporation existing under the laws of the
State of _____, held on _____, 20____, the following resolution was
duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation, be and is hereby
authorized to execute the Response dated, _____, 20____, to the Southeast
Overtown/Park West Community Redevelopment Agency and this Corporation and that their execution
thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the
official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

6.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Response dated, _____ 20 _____, to the Southeast Overtown/Park West Community Redevelopment Agency and this Partnership and that their execution 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 _____, 20____

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

6.2.3

CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ organized and existing under the laws of the State of _____,
held on _____, 20_____, the following resolution was duly passed
and adopted:

"RESOLVED, that, _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Response dated, _____ 20_____, to
the Southeast Overtown/Park West Community Redevelopment Agency official act and deed of this Joint
Venture."

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
_____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

**6.2.4 CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as) _____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20____, to the Southeast Overtown/Park West Community Redevelopment Agency as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

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 Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the SEOPW CRA Executive Director, after consultation with the SEOPW CRA's Director of Architecture and Development, and the SEOPW CRA Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of SEOPW CRA contracts. The debarment shall be for a period of not fewer than three (3) years. The SEOPW CRA Executive Director shall also have the authority to suspend a contractor from consideration for award of SEOPW CRA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Director of Architecture and Development after approval by the SEOPW CRA Executive Director, the SEOPW CRA Attorney, and the SEOPW CRA Board of Directors.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
4. Violation of contract provisions, which is regarded by the SEOPW CRA to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the SEOPW CRA Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing SEOPW CRA contracts.

(c) Certification:

KEON HARDEMON
Board Chair



CLARENCE E. WOODS, III
Executive Director

All contracts for goods and services, sales, and leases by the SEOPW CRA shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE