RFP 19-3

LANDSCAPE MAINTENANCE SERVICES

Contact Information

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Town Manager
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April 2019

Information Package

RFP 19-3
TOWN OF INDIAN RIVER SHORES, FLORIDA

Landscape Maintenance Services

INVITATION

The Town of Indian River Shores, FL invites written Proposals from professional landscaping firms interested in performing landscape maintenance services for the Town. The potential resulting contract will be administered by the Town's Public Works Department.

Firm qualifications and quotes presented in accordance with the requested format will be accepted by the Town of Indian River Shores until **2 pm** on **Wednesday, 8 May 2019**. Sealed envelopes should be marked with the following:

RESPONSE TO INDIAN RIVER SHORES RFP REGARDING:
LANDSCAPE MAINTENANCE SERVICES
DUE: BEFORE 2:00 PM on Wednesday, 8 May 2019

Qualified parties interested in responding to this Request for Proposal (RFP) may pick up or request a general information package containing a prescribed general format and details relevant to this RFP from the Town Manager's Office at 6001 N. STATE ROAD A1A, Indian River Shores, FL 32963, telephone 772-231-1771 x225 or jgriffin@irshores.com Joe Griffin, Town Manager.

Attention is directed to F.S. Section 287.133 (2) (A) "Public Entity Crime" which prohibits certain persons or affiliates who have been convicted of a public entity crime from responding to this RFP. A form is included in the information package for execution and submission with a response to this RFP. A Drug Free Workplace Form is also included in the information package for execution and submission with a response to this RFP. Failure to execute and submit the requisite forms with a response to this RFP will subject the response to disqualification.

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

A **mandatory pre-bid conference** is scheduled for Tuesday, **30 April 2019** at **2 PM** in the Town Hall Council Chambers located at 6001 N. State Road A1A Indian River Shores, FL 32963. Any comments or questions are to be emailed to jgriffin@irshores.com by 3 May 2019.

The Town reserves the right to reject any or all responses, waive any informality or irregularity on any response if considered non-substantial by the Town, and/or to cancel this invitation at will. Responses received after the date and time stipulated herein will be considered late and therefore disqualified.

By: Joe Griffin,
Town Manager

SCOPE OF SERVICES

The scope of services is anticipated to include but not be limited to landscape maintenance to include turf, ornamental and bed services of the Town Hall Campus, Cemetery, and Old Winter Beach Road areas. A briefing of exact areas to be maintained and the type of maintenance required in those areas will be presented at the **mandatory pre-bid conference** on **Tuesday**, **30 April 2019** at **2 PM** in the Town Hall Council Chambers located at 6001 N. State Road A1A Indian River Shores, FL 32963.

The successful firm will provide supervision, labor, materials, equipment, Maintenance of Traffic (MOT), and transportation as necessary to perform the maintenance required. Components of the landscaping maintenance services to be contracted may include but not be limited to the following:

Turf Maintenance

- Lawn mowing
- Trash and debris removed from the site
- Winter & Spring fertilization and pre-emergent
- Post–emergent weed control
- Rough mowing
- Curb and sidewalk edging
- Core aeration
- Herbicide & Pesticide application as needed

Ornamental Maintenance

- Shrub and hedge trimming
- Ground cover trimming
- Tree trimming
- Winter leaf removals
- Tree pruning
- Spring & Winter tree and shrub fertilizer
- Tree and shrub pesticide application as needed

Bed Service Maintenance

- Mulch application
- Ornamental pre-emergent as needed
- Weeding
- Spring cleaning
- Fall cut back
- Edging
- Irrigation system services

Also, please note the following:

- All such contract activities would be the subject of a signed Contract and/or Work Authorization, with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangement. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon rates for direct professional personnel and will not be considered as separately billable.

- The Town shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this RFP.

- The Town places significant value on these, and expects the demonstration of same: high quality work and performance; timely access and response; scheduling and cost concerns; risk management/loss prevention; early issue identification; flow of information and communications; congenial working relations; adherence to ethical standards; proactive stand-up accountability; and a courteous, professional, properly uniformed staff.

FORMAT FOR RESPONSES

Following is the requested format for a response to this RFP. Please keep responses short, concise, to the point, and without excess verbiage, pictures, and/or graphics. Any response deviating significantly from this format is subject to rejection/disqualification. Any questions or comments relating to this proposal should be submitted to the Town Manager, at jgriffin@irshores.com or by phone: 772-231-1771 x225. **A mandatory pre-bid conference** is scheduled for **Tuesday**, **30 April 2019**, at **2 PM** in the Town Hall Council Chambers located at 6001 N. State Road A1A Indian River Shores, FL 32963. Any comments to be emailed to jgriffin@irshores.com by 3 May 2019. The Town may respond with an addendum.

Submit a **package of one (1) original and three (3) copies** of a response to this RFP to the Town Manager's Office, Indian River Shores Town Hall, 6001 N. STATE ROAD A1A, Indian River Shores, FL 32963 **no later than 2:00 PM on Wednesday, 8 May 2019.** The package and each copy should show the name and contact information of the party responding and be clearly marked as:

RESPONSE TO INDIAN RIVER SHORES RFP REGARDING:
LANDSCAPE MAINTENANCE SERVICES
DUE: BEFORE 2:00 PM on Wednesday, 8 May 2019

Each copy of a response should contain no more than ten (10) pages including all necessary firm experience, related project experience and resumes of key personnel (with no more than one page per person) may be included in the package. The 10-page limit includes: cover sheet, dividers, pictures/photos, graphics, tabs and any sample plans. Please keep all verbiage to a minimum and make the written content presentation concise and to the point. The two (2) required Town forms are not counted in the 10-page limit.

The proposals should address the following items:

- Cover letter with full contact and location information, including the name(s) of owner(s) handling the response to this RFP;

- Summary of the firms experience and qualifications relating to similar local municipal, or large HOA landscape maintenance services;

- Statement(s) regarding vision/mission/overall professional and business policies, marketplace position and identity;

- Specific types of landscape maintenance projects and work performed with a focus on work that would be similar to this Town contract;

- Identify the project superintendent/supervisor and those personnel assigned to this maintenance services including the location of office;

- Contact information for at least three references (current/recent clients preferred), providing name, address, phone and email of references;

- Experience working in Indian River Shores, or a reasonably close location.

EVALUATION PROCESS

The evaluation committee will consist of three (3) members from the Town staff based upon their past experience in dealing with consultants and association with the various Town projects. The evaluation committee will review each proposal submitted and score the proposal based on the **Professional Evaluation Format** and the **Cost Evaluation Format** listed below. Selection will be based on the most qualified cost-effective submission based on Professional Evaluation and Cost to the Town. Professional Evaluation and Cost Evaluation will be weighted equally in the selection process.

PROFESSIONAL EVALUATION FORMAT

Based on an evaluation and review of information presented in the submitted RFP, the staff will rank the firms in order of qualifications.

FACTORS TO BE RATED: ***POINT RANGE***

1. Understanding of the scope of service and the approach proposed to complete maintenance responsibilities. (max 25 points)

2. Professional strength and staff of the proposed firm and/or team to handle the maintenance services. (max 25 points)

3. Financial stability and the ability of firm and crew to be responsive on past similar services and references. (max 25 points)

4. Special resources or capabilities to provide landscape maintenance services (e.g. location of yard/office and/or transportation of equipment). (max 10 points)

5. Past working relationship with the Town, or other municipal agencies, and/or HOAs (max 15 points)

TOTAL POINTS _____

COST EVALUATION FORMAT

Turf Maintenance

- Lawn mowing
- Trash and debris removed from the site
- Winter & Spring fertilization and pre-emergent
- Post–emergent weed control
- Rough mowing
- Curb and sidewalk edging
- Core aeration
- Herbicide & Pesticide application as needed

Ornamental Maintenance

- Shrub and hedge trimming
- Ground cover trimming
- Tree trimming
- Winter leaf removals
- Tree pruning
- Spring & Winter tree and shrub fertilizer
- Tree and shrub pesticide application as needed

Bed Service Maintenance

- Mulch application
- Ornamental pre-emergent as needed
- Weeding
- Spring cleaning
- Fall cut back
- Edging
- Irrigation system services

TOTAL $ _____ Per year

In addition, the Town may conduct an interview/oral presentation of firms to determine the final selection. The Town will then invite the highest ranked qualified firm(s) to negotiate appropriate contract agreement(s) for professional landscape services. The final negotiated contract(s) will be presented for approval by the Indian River Shores Town Council to award the contract(s).

DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Signature

_____
Printed Name

PUBLIC ENTITY CRIMES FORM

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement, must execute the enclosed form sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount for category two, to provide goods or services to **THE TOWN OF INDIAN RIVER SHORES**, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Agreement No. **RFP 19-3** for **THE TOWN OF INDIAN RIVER SHORES**.

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____

4. 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 with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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.

7. 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 Agreement and which bids or applies to bid on Agreements for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list.
There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, _____ (title) on behalf of _____ (name of partnership), a partnership. He/she is personally known to me or has produced _____ as identification and did ( ) did not ( ) take an oath.

_____

Name:_____
My Commission Expires: _____
Commission Number: _____