



**TOWN OF WINDERMERE**

**REQUEST FOR PROPOSALS**

**RFP #2013-03 Right of Way & Park Maintenance  
Services**

**RESPONSES ARE DUE BY 4:00 PM SEPTEMBER 16, 2013**

**MAIL OR DELIVER RESPONSES TO:**

ATT: David Grimm, Public Works Supervisor  
614 Main St.  
Windermere, FL 34786

**CONTACT:**

David Grimm, Public Works Supervisor  
614 Main St.  
Windermere, FL 34786  
Phone: (407) 876-6480, Fax (407) 876-0103  
Email: [dgrimm@town.windermere.fl.us](mailto:dgrimm@town.windermere.fl.us)

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## **1. OVERVIEW**

The Town of Windermere requests qualified Residential or Commercial Landscape Firms who are licensed and insured in the State of Florida, to submit proposals for the performance of right of way and park maintenance including but not limited to mowing, trimming, planting annuals, etc. within the jurisdictional boundaries of the Town. All successful parties will demonstrate qualifications, experience, abilities, availability, and price to successfully accomplish and support all aspects of the prescribed scope of work.

Those firms interested in providing this service are instructed to submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (CD: PDF Format) of their proposals pertinent to the scope of work prior to 4pm Eastern Standard Time, September 16, 2013, to the attention of David Grimm, Public Works Supervisor, 614 Main St. Windermere, FL 34786. Proposal documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

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## **2. SUBMISSION REQUIREMENTS:**

Firms are invited to submit proposal documents to the Town of Windermere.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at [www.town.windermere.fl.us](http://www.town.windermere.fl.us). All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to David Grimm, Public Works Supervisor 614 Main St. Windermere, FL 34786, by facsimile (407) 876-0103, or by email [dgrimm@town.windermere.fl.us](mailto:dgrimm@town.windermere.fl.us). Any addenda to this RFP shall be made on the Town web site. It is the sole responsibility of those submitting an RFP to check the web site for addendums. These questions are due by 5:00pm September 11, 2013. Final addenda will be posted by 5:00pm September 12, 2013.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP: 2013-03 Right of Way & Park Maintenance Services" addressed and delivered to:

**Att: David Grimm, Public Works Supervisor  
614 Main Street  
Windermere, FL 34786**

All proposals must be received by David Grimm before 4:00pm September 16, 2013. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all proposal documents, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

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## 3. Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	August 28, 2013
Mandatory Pre-Bid Conference	September 9, 2013 @ 9:00 am in Town Hall
Responses to Questions Due from the Town	September 12, 2013 @ 5:00 pm
Proposals Due to the Town	September 16, 2013 @ 4:00 pm
Short List Presentations (if necessary)	September 2013
Contract Negotiated with Town	September-October 2013
Board Approval of Qualified Vendor	October 8, 2013

- The Town reserves the right to alter scheduled dates if necessary

## 4. Instructions to Respondents

### 4.01 Description

Town of Windermere is seeking qualified firms to provide Right of Way & Park Maintenance Services.

### 4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

### 4.03 Disqualification of Respondents

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work
- B. **PUBLIC ENTITY CRIME:** 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/bid on a contract to provide any goods or services to a public entity submit response/bids on leases 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

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- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
  2. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

### **4.04 EXAMINATION OF RFP DOCUMENTS**

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the David Grimm Public Works Supervisor in writing prior to the Response Question Due Date.

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## **4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before September 11, 2013 will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site [www.town.windermere.fl.us](http://www.town.windermere.fl.us). Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.

## **4.06 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

## **4.07 SIGNATURE OF RESPONDENT**

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

## **4.08 COST OF PROPOSAL**

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting firm or team of firms.

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## 5. Scope of Services

### PROJECT SCOPE

Town of Windermere is seeking to contract with a qualified firm to provide all labor, materials, personnel and equipment needed to conduct the Town's Right of Way & Park Maintenance Services.

### General Town Info

#### **5.01.1 All services are limited to the areas designated on the Town of Windermere Right of Way Maintenance Map and to the extent approved by the Town Council and/or Town Manager**

1. Mowing of all turf areas as noted on the Town of Windermere Right of Way Maintenance Map forty (40) times per contract year. Weekly mowing will be required during heavy growing season which is generally considered from May through October.
2. Mowing of embankments and retention ponds will be to the edge of water. Any area deemed to be too wet for proper mowing will be mowed when ground has sufficiently dried.
3. All turf areas are to be cleared of litter prior to mowing so as to not shred or scatter foreign matter.
4. Spin trimming of grass areas inaccessible to mowing machinery to be concurrent with each mowing.
5. Edging of all sidewalks, driveways, parking areas and hard curb areas to be concurrent with each mowing within the designated mowing area.
6. Edging of plant beds within the Town Center to be concurrent with each mowing and in all other areas with every other mowing.
7. Weeding of plant beds shall be performed as often as necessary to maintain a reasonably weed-free condition.
8. Selective pruning to be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
9. Trees are to be trimmed or pruned up to a height of 8' (eight feet) above grade. Trees will be pruned back to branch collar to allow for proper healing. No limbs larger than 1-1/2" (one and one half inches) in diameter are to be trimmed or removed.



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10. Ground covers and vines to be sheared as necessary in a uniform manner to maintain a neat and clean appearance.
11. Shrubs and hedges to be sheared and pruned in a consistent manner to maintain optimum shape and size according to the individual species of plant.
12. All trimmings and clippings are to be collected and removed.
13. All sidewalks, parking areas and driveways are to be blown off to remove any debris generated from performing the services of this contract.
14. Planting of annuals within the downtown business district. Frequency and amount to be discussed at mandatory meeting.

## **6. Qualification/Experience requirements:**

The Respondent must submit qualification/experience.

### **6.01 Respondents must demonstrate the following:**

- The firm must be established as a legal entity, be licensed in the State of Florida.
- Respondent must have a minimum of 3 (three) years experience in commercial lawn care and landscaping maintenance.
- Respondent must demonstrate that they have sufficient staff and equipment to satisfy the terms of the contract.
- Respondent to provide a minimum of 3 (three) business references.

### **6.02 Supervision and Personnel**

Respondent must demonstrate how the operation will be supervised and what current quality controls policies would be in place for the service.

### **6.03 Records**

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

## **7. FEES FOR SERVICES**

### **7.01 Price**

Respondent must submit a cost for the maintenance of the Town's Right of Ways and Parks. Prices should be per scope indicated above (mowing, trimming, planting, etc.)

## 8. EVALUATION/PROPOSAL FORMAT

Proposal documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in landscape services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For proposal documents to be eligible, the format must be strictly followed. All qualification documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2013-03 Right of Way & Park Maintenance Services to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposal documents that exceed this length will be considered non responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service approach
5. Cost proposal
6. Required Forms
  - a. Response Cover
  - b. Hold Harmless Agreement
  - c. Certificate of Insurance
  - d. Non Collusion Affidavit
  - e. Drug Free Workplace Form

## **9. Indemnification and Insurance**

### **9.01.1 Indemnification and Hold Harmless**

The Respondent agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

### **9.01.2 Insurance Requirements**

Respondent must provide a certificate of insurance with their response.

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RESPONSE TO:

**RFP 2013-03 Right of Way & Park Maintenance Services**  
**David Grimm, Public Works Supervisor**  
**614 MAIN ST. WINDERMERE, FL 34786**

I acknowledge receipt of any/all Addenda: \_\_\_\_\_

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

\_\_\_\_\_ TELEPHONE \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**HOLD HARMLESS AGREEMENT**

I \_\_\_\_\_ (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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## NON-COLLUSION AFFIDAVIT

I \_\_\_\_\_ (Respondent) of the firm of \_\_\_\_\_ (Respondent Firm Name) responded to the notice for calling for proposals for Right of Way and Park Maintenance Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**DRUG FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness