

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, APRIL 3, 2015** **TIME:** **10:30 A.M.**

PROJECT NAME: **BID #15-002 "LANDSCAPE ARBORIST SERVICES"**

PRESENT AT BID OPENING:
See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Tom Schneider, Deputy City Clerk
Judy Felicetty, Records Specialist

	VENDOR	1 Original 4 Copies 1 Digital	Proof of Insurance	Non- Collusion Affidavit (Exh. 2)	Public Entity Crimes Stmt. (Exh. 3)	Cost Proposal
1.	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Contact: Shelley Eichner 954-921-7781	Yes	Yes	Yes	Yes	Yes
2.	Crodon, Inc. 11767 S Dixie Highway, #429 Miami, FL 33156 Contact: Rodger Crouse 305-794-7499	Yes	Yes	Yes	Yes	Yes
3.	E Sciences, Incorporated 224 SE 9 th Street Fort Lauderdale, FL 33316 Contact: James S. Bassett 954-484-8500	Yes	Yes	Yes	Yes	Yes
4.	Keith & Schnars 6500 N Andrews Avenue Fort Lauderdale, FL 33309 Contact: Errol Kalayci 954-776-1616	Yes	Yes	Yes	Yes	Yes
5.	Metric Engineering, Inc. 3601 Commercial Boulevard Fort Lauderdale, FL 33309 Contact: Michael McCoy 954-643-0423	Yes	Yes	Yes	Yes	Yes

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	VENDOR	1 Original 4 Copies 1 Digital	Proof of Insurance	Non- Collusion Affidavit (Exh. 2)	Public Entity Crimes Stmt. (Exh. 3)	Cost Proposal
6.	Miller Legg 5747 N Andrews Way Fort Lauderdale, FL 33309 Contact: Dylan Larson 954-436-7000	Yes	Yes	Yes	Yes	Yes

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Marc LaFerrier, Community Development Director

Corinne Lajoie, Principal City Planner

Eric Walton, Code Compliance/Parking Enforcement Manager

Tania Stevens, Senior Accountant/Purchasing Coordinator, Finance Department

Tania Stevens 5-1-15

FIRM NAME	Letter expressing interest	Stmt of Qualifications	Org. Chart	Stmt or verifiable report of reputation	Finances	Stmt of future work load	Location of offices	Litigation stmt	Non-collision affidavit	Crime stmt	Experience	Familiarity w/City	Pricing Or Rates	Total score
Crodon Inc.														N/A
E Sciences											5	4	2	11
Keith & Schnars											3	2	3	8
Metric Engineering											5	5	5	15
Miller Legg											3	2	4	8
Calvin, Giordano & Associates											4	3	3	10

\$ Budget for June 9th - Eleanor Nares

Landscape / Arbovit RFP
5-1-15

FIRM NAME	Letter expressing interest	Stmt of Qualifications	Org. Chart	Stmt or verifiable report of reputation	Finances	Stmt of future work load	Location of offices	Litigation stmt	Non-collision affidavit	Crime stmt	Experience	Familiarity w/City	Pricing Or Rates	Total score
Crodon Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1	14/17
E Sciences	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5	4	2	11/13
Keith & Schnars	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3	2	3	20
Metric Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5	5	5	15
Miller Legg	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3	2	4	8
Calvin, Giordano & Associates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4	3	3	10

0-5 Best

Marc LaFerrer

Landscaper Arborist R.S.I.
5-1-15

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FIRM NAME	Letter expressing interest	Stmt of Qualifications	Org. Chart	Stmt or verifiable report of reputation	Finances	Stmt of future work load	Location of offices	Litigation stmt	Non-collision affidavit	Crime stmt	Experience	Familiarity w/City	Pricing Or Rates	Total score
Crodon Inc.				✓	✓				✓	✓	0	0	3	3
E Sciences	✓	✓	✓	✓	✓	✓			✓	✓	5	4	2	11
Keith & Schnars	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	3	2	3	8
Metric Engineering	✓	✓	✓	✓	✓	✓	✓		✓	✓	5	5	5	15
Miller Legg	✓	✓	✓	✓	✓	✓	✓		✓	✓	2	1	4	7
Calvin, Giordano & Associates	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	4	3	3	10

EWL

Landscapa laborist KFP 5/1/15

(12)

FIRM NAME	Letter expressing interest	Stmt of Qualifications	Org. Chart	Stmt or verifiable report of reputation	Finances	Stmt of future work load	Location of offices	Litigation stmt	Non-collision affidavit	Crime stmt	Experience	Familiarity w/City	Pricing Or Rates	Total score	RANK
Crodon Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	181-55	14	4
E Sciences	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	175-58	14	4
Keith & Schnars	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	155-8	15	3
Metric Engineering	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100-65	19	1
Miller Legg	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	120-78	13	5
Calvin, Giordano & Associates	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	125-484	18	2

Orinno beyoni

CITY OF DANIA BEACH, FLORIDA



**REQUEST FOR PROPOSALS
LANDSCAPE ARBORIST SERVICES**

**REQUEST FOR PROPOSALS ("RFP")
City RFP No. 15-002**

Prepared by:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

March, 2015

1.0
INTRODUCTION

1.1 Purpose

The City of Dania Beach, Florida (the "City") is requesting sealed Proposals from certified, licensed, qualified and experienced Landscaping Arborists (the "Proposer"), one of which may be selected by the City to enter into an Agreement with the City of Dania Beach.

INSTRUCTIONS FOR PROPOSAL SUBMISSIONS
Pre-Proposal Conference

A Pre-Proposal Conference is scheduled for 10:00 a.m., on Monday, March 16, 2015, to be held at City Hall in the Northwest Conference Room located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004. Proposers must allow sufficient time to insure arrival prior to the indicated time of the pre-proposal meeting.

All Proposals must be submitted to the City in a sealed envelope and clearly marked in the lower left hand corner: "**Landscaping Arborist Services**", **City RFP No. 15-002**. All Proposals must be received in the office of the City Clerk of the City of Dania Beach, Florida, no later than 10:00 a.m. on Friday, April 3, 2015, and they will be opened in a public forum at 10:30 a.m., on that same day. Faxed or electronic Proposals will not be accepted under any circumstances. One (1) original, four (4) copies and one (1) copy in digital format must be submitted. All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to the RFP.

One (1) original, four (4) copies of the Proposal and one (1) in digital format must be presented. All Proposers and their representatives are invited to be present. Any responses received by the office of the City Clerk after the due date and time specified in the Request for Proposals will not be considered and will be returned unopened. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections of any kind to any Request for Proposals must be initialed by an authorized representative of the Proposer. All Proposals must contain a manual signature of an authorized representative of the Proposer.

Any interpretations, clarifications or additional information not disclosed in the Request for Proposals, and determined to be necessary by the City in response to questions, will be issued by means of an addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov to all interested persons identified by the City as having received the Request for Proposals Documents. The Proposer is required to check the website to see if there has been any addendum or addenda posted for the Request for Proposals. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

2.0

PROPOSAL CLOSING DATE

2.1 To be considered, one original, four (4) copies and one (1) copy in digital format of the proposal must be delivered to:

Louise Stilson, City Clerk
City of Dania Beach, Florida
“RFP #15-002 – Landscape Arborist Services”
100 West Dania Beach Boulevard
Dania Beach, FL 33004,

no later than Friday, April 3, 2015 at 10:00 a.m. Each copy of the Request for Proposal must contain all mandatory and optional information submitted by the Proposer. The Proposal closing date may be delayed if, at the sole discretion of the City, the delay is considered to be in the City’s best interest. It is the Proposer’s sole responsibility to assure that the Proposal is complete and delivered at the proper time and place of the Proposal closing. A Proposal may **NOT** be altered by the Proposer after the closing date and time for the Proposals to be submitted.

3.0

SCOPE OF SERVICES

3.1 The Scope of Services requested in this Request for Proposals (“RFP”) are shown in Exhibit “One”.

4.0

GENERAL TERMS AND CONDITIONS

4.1 All Terms and Conditions as stated in the Request for Proposal shall apply. No additional terms and conditions included with the Proposer’s response will have any force or effect, unless agreed to in writing by the City. It is understood and agreed to that the terms and conditions are the only terms and conditions applicable to the Request for Proposal, and the authorized signature from the Proposer’s representative on the Proposal form attests to this understanding.

5.0

INTERPRETATIONS

5.1 All Proposers shall carefully examine the Proposal documents. Any ambiguities, inconsistencies or questions concerning the intent, meaning and interpretations of the City’s Request for Proposals shall be brought to the attention of Marc LaFerrier, AICP, Director of Community Development at (954) 924-6805, extension 3640, mferrier@ci.dania-beach.fl.us, or Corinne Lajoie, AICP, LEED GA, Principal City Planner at (954) 924-6805, extension 3704, ccchurch@ci.dania-beach.fl.us, in writing at least ten (10) calendar days prior to the opening of the Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any interpretations by the City, and any decision based on these interpretations.

5.2 No persons or City personnel are authorized to give oral interpretations of, or make oral changes to the Request for Proposals, and the Proposer is instructed not to rely on such interpretations, if given. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to, the Request for Proposal will be made in the form of written Addendum or Addenda, and will be furnished to all Proposers.

6.0
EMPLOYEES OF PROPOSER

6.1 Employees of the Proposer shall at all times be under its sole direction and shall not be employees or agents of the City. The Proposer shall supply competent employees. The City may require the Proposer to remove an employee who the City deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City, and without any increase in the Agreement Price. The Proposer shall be responsible to the City for the acts and omissions of all of its employees working for the Proposer.

6.2 All personnel performing the Services under the Agreement shall each have at least three (3) years of experience in landscaping services.

7.0
PROPOSER'S QUALIFICATIONS AND SELECTION PROCESS

7.1 The City will first conduct a qualifications and selection process in connection with its proposed award to a Proposer of an Agreement. However, the City reserves the right at any time to discontinue the selection process, to stop negotiations, to abandon the Request for Proposals process or to undertake the Services itself, should it so decide. The City shall not be responsible for any Proposal costs incurred by anyone, at any time.

7.2 The following comprise the City's procedural rules governing the award of an Agreement for the Services requested in the Request for Proposal, and the qualifications and selection process, all as approved by the governing body of the City, which body is known as the City Commission (the "Commission").

8.0
COMMITTEE REVIEW

8.1 To begin the Proposer selection process, the City will establish a review committee in accordance with City purchasing guidelines to evaluate the qualifications of all interested Proposers, who or which submit a Proposal. The review committee shall provide a recommended ranking of Proposals for consideration and final award by the City Commission. The evaluation by the review committee shall consist of the identification and recommendation of ranking Proposals determined by the Committee to be the most qualified to perform the Services, based upon a review of all of the interested Proposers' professional qualifications, their availability to meet the City's needs, its scheduling requirements, and an analysis of the past Services performed by each Proposer (including partners, members or both). Such evaluation shall consider the Qualifications Criteria described below:

- a. Evidence that the Proposer is a Proposer who is a partnership, corporation or other legal entity, and that such Proposer is authorized or certified under Florida law to provide the required Services.
- b. A letter expressing the interest of the Proposer in performing the Services.
- c. A Statement of Qualifications which shall include copies of résumés, professional and business licenses, letter of reference and any other information deemed pertinent by the Proposer relating to its particular qualifications to perform the Services.
- d. An Organizational chart that includes a staffing plan which identifies key personnel to be assigned to perform the Services, including the length of tenure of such personnel with the Proposer.
- e. A statement or verifiable report of reputation, experience and past performances of the Proposer with respect to providing similar Services. The Proposer shall have a minimum of five (5) years of successful experience in providing similar Services to other local governmental or private entities in Florida. The statement or report shall show the name of the governmental or private entity, address, description of Services, dates of service, rates, fees and names of contact persons with each person's telephone number. The Proposer shall provide references of public agencies and private entities presently being served by the Proposer with similar Services to those being sought by this Request for Proposal.
- f. Financial Stability: The Proposer shall demonstrate financial strength and stability. Proposer shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual report/annual audit/10K, and the most recent 20Q, if appropriate. Financial information provided shall include at a minimum, a balance sheet, an income statement and statement of cash flows.
- g. Financial Statement: The Proposer shall include a copy of its latest audited financial statements. In the event the Proposer does not have audited financial statements, the Proposer may substitute non-audited financial statements and complete federal tax returns for the past two (2) years calendar years (2013 and 2014).
- h. A statement regarding current, recent and anticipated future workload of the Proposer, including an assessment of the effects of same upon providing the Services to the City.
- i. Location(s) of the Proposer's headquarters and offices.

- j. Description of the size of the Company or entity.
- k. Description of length of time the Proposer has been in business.
- l. Identification of principals and the place of residence of each.
- m. Proposed prices and total price to provide the Services to the City.

8.1.1 The Committee will also evaluate the Proposals based on the criteria, procedures and standards set forth below. The Committee will then select, recommend and rank the top three (3) Proposers, who or which present the Proposals deemed to be the most advantageous to the City. The Committee will provide its recommendations to the City Commission, the Commission will then establish a final ranking, and may direct that an Agreement be negotiated with the successful Proposer.

If the City and the successful Proposer are unable to agree upon and proceed with the negotiation and execution between them of an Agreement, the Commission may then select the next most qualified Proposer and the parties shall attempt to negotiate and execute an Agreement. This process may be repeated until an Agreement is negotiated with one of the Proposers, who or which were ranked and recommended to the Commission by the Committee as the Proposer(s) to be selected. The City reserves the absolute right to terminate the selection process at any time and to revise City procedures, subject to the requirements of applicable law.

8.1.2 CRITERIA, PROCEDURES AND STANDARDS; COMMITTEE REVIEW CONSIDERATIONS:

- a. The qualifications and credentials of each Proposer. Such qualifications and credentials for Services must include evidence that the Services will be provided by persons experienced in the Services desired by the City, and that each is duly authorized, licensed, and certified in the State of Florida to do so.
- b. The proposed prices and total price for the provision of all Services.
- c. Certification that the Proposer is not barred from performing the requested Services by operation of the Florida Public Entity Crimes law (a copy of the form required to be submitted with the Proposer's Proposal is attached as Exhibit "Three").
- d. Statement of complete history of citations, violations (including notices of the same) and litigation involving agreement disputes, and the ultimate disposition and current status of all of the foregoing. The Proposer shall provide a summary of any litigation or arbitration that the

Proposer, its parent company or its subsidiaries have been engaged in during the past five (5) years against or involving the following:

- (i) any public entity for any amount, or
- (ii) any private entity for an amount greater than Twenty-Five Thousand Dollars (\$25,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of each case, the outcome or projected outcome and the monetary amounts involved in each case. The City may disqualify any Proposer if it determines in its sole discretion that a Proposer is excessively litigious.

The foregoing list is intended to inform interested Proposers, before competitive Proposals are sought by the City, of the considerations which will be used to evaluate any Proposal submitted by qualified Proposers to perform the Services for the City.

8.1.3 The following forms must be submitted as part of the response to the Request for Proposals:

- a. Non-Collusion Affidavit (Exhibit "Two")
- b. Public Entity Crimes Statement (Exhibit "Three")

9.0

TERMS AND CONDITIONS GOVERNING THE RFP

9.1 RIGHTS AND RESPONSIBILITIES OF THE CITY:

9.1.1 The City reserves the right to reject any or all Proposals, at any time. The City also reserves the right in its sole discretion to waive minor errors or irregularities in any submission in response to the Request for Proposals or the Proposal solicitation procedures. The City additionally reserves the right to negotiate a change in the planned scope of Services so as to increase or decrease same, and to award an Agreement to the Proposer which is not selected as the top candidate by the City if it is advantageous to the City to do so. **THE CITY SHALL NOT BE CONTRACTUALLY OR OTHERWISE BOUND TO AN AGREEMENT WITH ANY PROPOSER UNTIL THE AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH THE CITY AND THE SUCCESSFUL PROPOSER.**

9.1.2 The City reserves the right to reject any Proposal from any Proposer for any reason at all, if the City believes that it would not be in the best interest of the City to accept the Proposal, whether the Proposal is not responsive, or if the Proposer: 1) is unqualified or of doubtful financial ability in the sole opinion of City, or 2) fails to meet any other pertinent standard or criterion established by the City. The City reserves the right to request clarification of information submitted, and to request additional information of one or more Proposers if the City feels it is necessary.

9.1.3 All Proposers are advised that the City, during any fiscal year, cannot expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such an agreement. Nothing prevents the City from making an agreement for periods exceeding one (1) year, but any agreement so made shall be executory only for the value of the requested Services to be rendered, or as agreed upon to be paid in succeeding fiscal years.

9.2 PROPOSER'S RIGHTS AND RESPONSIBILITIES FOR REQUEST FOR PROPOSALS SUBMITTAL:

9.2.1 Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted up until the date and time set as the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized by the Proposer to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

9.2.2 If a Proposer does not want to make a submittal, the City requests that the Proposer return the forms in the Request for Proposals with the statement "UNABLE TO SUBMIT A PROPOSAL", stating the reason(s) and, at the Proposer's option, requesting that the Proposer's name be retained on the City's mailing list.

9.2.3 If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed and written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake which is clearly evident on the face of the Proposal, then the Proposer may withdraw its Proposal. Thereafter, the Proposer may be disqualified from further negotiations for the subject matter of the Request for Proposals.

10.0
INSURANCE

10.1 The Proposer shall not commence any Services under the Agreement until Proposer has obtained all insurance required under this Article. Coverages are subject to approval, in writing, by the Risk Manager of the City. The City has the right to review the adequacy of insurance coverages required under this RFP, and the Agreement may be modified to provide a change in the insurance coverages. The Proposer shall not allow any employee of the Proposer or any Subcontractor of the Proposer to commence any Services under this Agreement or on any subcontract until all coverages required of the Proposer and Subcontractor

have been obtained and approved, in writing, by the Risk Manager of the City. In addition, Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and RFP Documents:

10.1.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposal submittal on the date and time of the Proposal opening.

If the "preliminary" certificates are not included with your Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal openings. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Proposer does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

10.1.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Respondent", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a contract with the next lowest responding Proposer. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" Certificates of Insurance.

10.1.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If these coverages are not provided, then the Proposer is responsible for such notice to City. INSURANCE POLICIES FOR REQUIRED COVERAGES SHALL BE ISSUED BY COMPANIES AUTHORIZED TO DO BUSINESS UNDER THE LAWS OF THE STATE OF FLORIDA AND ANY SUCH COMPANIES' FINANCIAL RATINGS MUST BE NO LESS THAN A-VII IN THE LATEST EDITION OF THE "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

10.1.4 Coverages shall be in force until all Services required to be performed under the terms and conditions of the Agreement are satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, then in that event, the Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement. THE PROPOSER AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR

CONTINUE ANY SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICES CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFP DOCUMENTS CONCERNING THE PROPOSER'S DELAY.

INSURANCE REQUIREMENTS

10.2 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves, in writing, the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Proposer shall be held responsible for any modifications, deviations, or omissions in these insurance requirements.

10.2.1 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate, per job.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Proposer has responsibility for notification); and
- "The City of Dania Beach, Florida" is named as an Additional "Named" Insured;
- Additional Named Insured status is included for Products completed operations coverage;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Proposer's insurance shall be primary and non-contributory; Waiver of Subrogation in favor of the City; and
- Copy of Additional "Named" Insured Endorsement or other endorsements may be attached to the Certificate.

10.2.2 ARBORIST PROFESSIONAL LIABILITY INSURANCE with minimum limits of liability of no less than One Million Dollars (\$1,000,000.00) to assure the City of coverages of the indemnification specified in the Agreement.

10.2.3 WORKERS' COMPENSATION INSURANCE shall be maintained by the Proposer and any Subcontractors during the term of the Agreement, and it is to apply to all "statutory employees" of Proposer (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Proposer, its employees, and Subcontractors.

- In the case any Services are sublet as otherwise addressed in the Agreement or RFP Documents, the Proposer shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Proposer, by furnishing statutory limits Part A.
- Employer's Liability Part B shall be in an amount of no less than One Hundred Thousand Dollars (\$100,000.00) each accident, and Five Hundred Thousand Dollars (\$500,000.00) for disease policy and limits of no less than One Hundred Thousand (\$100,000.00) for each employee.

IN NO EVENT SHALL THE PROPOSER BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE SERVICES, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE, WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES, WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Proposer has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

10.2.4 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than One Million Dollars (\$1,000,000.00) annual aggregate, to include coverage for owned, hired, non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is named as an Additional "Named" Insured;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Proposer has responsibility for notification); and

- Waiver of Subrogation in favor of City.

11.0

11.1 REQUEST FOR PROPOSAL FORMS, GUIDELINES, OTHER FORMS AND RELATED INFORMATION

11.1.1. An Agreement acceptable to the City will be presented to the successful Proposer. Such Agreement will be executed between the parties subsequent to the award of the Agreement by the City Commission to the selected Proposer.

11.1.2 All interested persons are advised that, upon submission of a Proposal from a Firm, no representation, authorization, communication or understanding will be valid unless submitted to the City Manager, in writing, and answered by the City Manager or his/her designee, in writing. All information requests and responses must be sent to the Office of the City Manager.

11.1.3 The written Agreement between the successful Proposer Firm and the City shall include language to the effect that neither the Agreement, nor any portion of it, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise or any other agency relationship and, further, shall reflect the City's intent that the legal relationship between the parties shall be that of a city dealing with an independent contractor. The successful Proposer will notify the City at any time if it does not meet the requirements of an independent contractor per IRS regulations so that appropriate action may be taken.

11.1.4 If any Firm is in doubt as to the meaning of any of the Proposal Documents, or is of the opinion that the Request for Proposal contains errors, contradictions, reflects any omission, or if the Firm has any questions concerning the same, it should contact Marc LaFerrier, AICP, Director of Community Development at (954)924-6805, extension 3640 or Corinne Lajoie, AICP, LEED GA, Principal City Planner at (954)924-6805, extension 3704, for interpretation or clarification. Any written requests must reference the date of Proposal opening, title, and must be received by Mr. LaFerrier or Ms. Lajoie via hand delivery at City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, or via fax at (954)922-2687 at least ten (10) calendar days before the formal opening of the Proposal. Questions received less than five (5) calendar days prior to the Proposal opening may not be answered. No representation, authorization, communication, or understanding can be created unless the foregoing procedures are followed.

11.1.5 A person or affiliate as defined in 287.133, Florida Statutes, who or which has been placed on the Convicted Vendor List maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement with the City for the construction or repair of any public building or public work; may not submit a bid on a lease of real property

with the City; may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. The Proposer must execute a Public Entity Crimes Statement, a copy of which is attached as Exhibit "Three".

11.1.6 No elected official, officer, agent or employee of the City shall have a financial interest directly or indirectly in the proposed Agreement or the compensation to be paid under it, and further, no City employee who acts in the City as a "purchasing agent" as defined by §112.312 (20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, may be a partner, officer, director or proprietor of a Firm responding to this RFP and, further, no such City purchasing agent, employee or elected or appointed officer, or the spouse or child of any of them, alone or in combination, may have a material interest in a Firm responding to this RFP. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the Firm.

12.0

INDEMNIFICATION AND HOLD HARMLESS OF CITY

12.1 The selected Proposer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use of such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Services;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent or trademark rights by Proposer in the performance of the Services;
- c. liens, claims, actions made by the Proposer or other party performing the Services;
- d. claims of whatsoever nature related to collection practices of or arising in an attempt to collect monies due or claimed to be due to the City.

13.0

MISCELLANEOUS AGREEMENT TERMS

13.1 In addition to items specified above, the Agreement will include the following terms:

a. The City expects and requires the Proposer to fully comply with all federal, state and City laws applicable to the requested Services, Equal Opportunity Employment, the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and all laws and regulations pertaining to employment and the Services to be performed. The City reserves the right to confirm compliance by a Proposer with the various laws. Failure to comply with any laws will be grounds for termination of the Agreement.

b. Payment for Services performed for the aspects of performance may be made on a monthly basis, upon approval of the Application for Payment by the designated official of the City.

14.0

GOVERNING LAW; CONSENT TO JURISDICTION

14.1 All claims, counterclaims, disputes and other matters in question between City and Firm arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. The parties understand and agree that this waiver is a material Agreement term.

15.0

ATTORNEY FEES

15.1 Each party shall bear its own attorney fees for any litigation related to the Agreement.

16.0

SUCCESSORS AND ASSIGNS

16.1 The City and Proposer will respectively bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither party to the Agreement shall assign, sublet, subcontract, or transfer any interest in the Agreement, or any portion of it,

without prior written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

17.0
WRITTEN NOTICE

17.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the Proposer, entity, or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

18.0
RIGHTS AND REMEDIES

18.1 Duties and obligations imposed by the Agreement and rights and remedies available under it shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

18.2 No action or failure to act by the City as to the Proposer shall constitute a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed to in writing.

19.0
PUBLIC RECORDS

19.1 Florida law (Section 119.01, F.S., the "Public Records Law", provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with a Proposal shall be deemed to be public record subject to public inspection upon award, rejection of an award, or ten (10) calendar days after the Proposals opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in its, his or her response is exempt from the Public Records Law, then the Proposer must in the response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public record, subject to the disclosure as provided above.

Proposer acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Proposer agrees to maintain public records in Proposer's possession or control in connection with Firm's performance under the Agreement, and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Proposer shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the agreement are and shall remain the property of City. In the event of termination of the agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Proposer, whether finished or unfinished, shall become the property of City and shall be delivered by Proposer to the City Manager, at no cost to the City, within seven (7) days of termination of the Agreement. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of the Agreement, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Proposer shall be withheld until all documents are received as provided in this Section. Proposer's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of the Agreement by the City.

**LANDSCAPE ARBORIST SERVICES
RFP #15-002**

Signature of Proposer

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF _____

I CERTIFY that on _____, 2015, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as the _____ on behalf of _____, a Florida _____; such person is personally known to me (or such person produced _____ as identification), and such person executed the foregoing instrument and acknowledged before me that he/she executed the same for the purposes expressed in it, and did/did not take an oath.

NOTARY PUBLIC, State of Florida

PRINT Name of Notary Public

My commission expires:

EXHIBIT "ONE"
SCOPE OF SERVICES
City RFP No.: 15-002

1. Provide landscape arborist Services to include the following:
 - a. the review of site and building plans for City landscape Code compliance;
 - b. tree removal permits and provide related inspections;
 - c. assist with Code enforcement matters;
 - d. consult on City capital projects involving landscape, design, installation and maintenance, as requested.

Preferred qualifications of the Proposers include the following:

- i. possess experience with City Codes, processes, procedures, software, and familiarity with the City's geography and environment.
- ii. Attend various City meetings, as requested

EXHIBIT "TWO"
NON-COLLUSION AFFIDAVIT
City RFP No.: 15-002

STATE OF FLORIDA
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1 He/She is the _____ of _____, the Proposer that has submitted the attached Proposal.

2 He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

3 Such Proposal is genuine and is not a collusive or sham Proposal.

4 Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a collusive or sham Proposal in connection with the related services for which the attached Proposal has been submitted; or to refrain from submitting a Proposal in connection with such services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dania Beach, Florida, or any person interested in the proposed related services requested in the Request for Proposals.

5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Signature of Affiant

Print Name of Affiant

Title

Dated: _____, 2015

EXHIBIT "THREE"

CITY OF DANIA BEACH, FLORIDA

Sworn Statement Under Section §287.133(3)(a), Florida Statutes
Florida Statutes on Public Entity Crimes
City RFP No.: 15-002

(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 Request for Proposals No. 15-002
2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

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

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), of the 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), of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to

charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Paragraph §287.133(1)(a), of the Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, 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 thirty-six (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 any 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 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 that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

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

_____ 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 now indicate which additional statement below 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 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 Florida Department of General Services)

Signed, sealed and delivered
in the presence of:

Signature

PRINT Name

Witness

PRINT Name

Signature

Title

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned Notary Public, personally appeared _____ who is/are personally known to me or who produced _____, as identification and such person(s) is/are the person(s) who executed the foregoing document for the purpose expressed in it on _____, 2015.

My Commission expires:

Notary Public

PRINT Name of Notary Public