

**TOWN OF CUTLER BAY**

**PARKS AND RECREATION DEPARTMENT  
REQUEST FOR PROPOSALS  
RFP # 19-07**

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**PARKS LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

**PROPOSAL DUE DATE & TIME**  
**June 4 2019 at 4:00 PM**

**MANDATORY "PRE-RFP" MEETING DATE & TIME:**  
**May 14 2019 at 2:00 PM**

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection may include, but not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles may be inspected for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Proposers. Additionally, the Town reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

The Town may require short-listed Proposer's to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

## 9. CLARIFICATION AND ADDENDUM(S)

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents or any part thereof, the proposer must submit to the Town of Cutler Bay, Town Clerk, Debra E. Eastman, MMC on or before 05/21/2019 at 1:00 PM, a request for clarification via fax (305) 234-4251 or Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov). All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Town's Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. However, it is the proposer's responsibility to ensure that it has received and reviewed all addenda prior to submitting the bid and the Town shall not be responsible for failure to send addenda to proposers receiving the RFP. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

## 10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of sixty (60) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within sixty (60) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of sixty (60) days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of sixty (60) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town's Council.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

## **11. BID BOND**

Each Proposal must be accompanied by a Bid Bond or Cashier's Check, in an amount no less than five percent (5%) of the proposal annual base bid amount. All Bid Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least sixty (60) days after proposal opening.

## **12. AWARD OF CONTRACT**

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.