



REQUEST FOR PROPOSALS FOR
GOLF COURSE MAINTENANCE SERVICES

VILLAGE OF NORTH PALM BEACH

501 U.S. HIGHWAY 1

NORTH PALM BEACH, FLORIDA 33408-4906

ADVERTISEMENT, INSTRUCTIONS FOR PROPOSALS
SPECIFICATIONS, PROPOSAL FORMS

PROPOSALS TO BE OPENED

August 20, 2007 at 3:00 P.M.

ADVERTISEMENT

Sealed proposals will be received by the Village of North Palm Beach, Florida, at the Village Manager's office, Village Hall, North Palm Beach, Florida, until:

3:00 P.M.
Time

August 20, 2007
Date

at which time the proposals will be opened and read in public in the Village Hall Conference Room.

Such proposals to provide for the furnishing of:

Golf Course Maintenance Services for the Village of North Palm Beach

The resulting contract shall be awarded to the responsible respondent(s) that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the respondent, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the respondent that the Village in its sole discretion determines will enable them to perform effectively and efficiently the contract being proposed upon.

The envelope containing the proposal shall be marked as follows:

SEALED PROPOSAL – Golf Course Maintenance Services

RESPONDENT'S NAME

TO BE OPENED

3:00 P.M.
Time

August 20, 2007
Date

No respondent may withdraw his or her proposal for a period of sixty (60) days after the date set for the opening thereof.

The Village reserves the right to reject any or all proposals, in whole or in part, and/or make awards either as individual items or as a total combined proposal, whichever it considers in the best interest of the Village, and to waive any informality in any proposal.

The complete Request for Proposals including scope of work and proposal forms may be obtained by qualified companies or individuals upon application at the office of the Village Clerk, 501 U.S. Highway 1, North Palm Beach, FL 33408-4906 or from the Village website at: www.village-npb.org.

THE VILLAGE OF NORTH PALM BEACH

Jimmy Knight, Village Manager

PUBLISH: PALM BEACH POST
DATE: ASAP

REQUEST FOR PROPOSALS
FOR
GOLF COURSE MAINTENANCE SERVICES

1. **REQUEST**: The Village of North Palm Beach, Florida, a Florida municipal corporation in Palm Beach County (“Village” hereafter), is accepting sealed proposals from qualified companies and individuals (hereinafter referred to as “respondents”) to furnish all labor, material, equipment and all other required goods and services to provide golf course maintenance services (as more fully described in the scope of work attached hereto as Exhibit “A”) **until 3:00 p.m., local time, on August 20, 2007**, at the Village Manager’s office, Village Hall, 501 US Highway 1, North Palm Beach, 33408. Proposals received after the aforementioned date and time will be returned unopened. Proposal packages are available for review and printing from the Village’s web site: village-npb.org.

2. **PRE-PROPOSAL MEETING**: A pre-proposal meeting is scheduled for 9:00 a.m., local time at the Country Club Pro Shop on **August 7, 2007**. While this meeting is not mandatory, all respondents must conduct, under the supervision of an authorized Village representative, an inspection of the municipal golf course and related facilities and equipment as a condition precedent to submitting a proposal.

3. **PREPARATION OF PROPOSAL**: This Request for Proposals (“RFP” hereafter) provides the complete set of terms and conditions, scope of work and proposal forms for the required goods and/or services. The scope of work is attached hereto and incorporated by reference as Exhibit “A”. The proposal forms are attached hereto and incorporated by reference as Exhibits “B” to “C” and are the following:

- | | |
|-----------------------|-------------|
| - Proposal Form | Exhibit “B” |
| - Drug Free Workplace | Exhibit “C” |

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the respondent in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a respondent to any part of a proposal form must be initialed in ink. The Village requests one (1) copy of the completed proposal in an electronic “.PDF”-file format. It is a respondent’s sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms and five (5) copies, along with any other required information, must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or emailed proposals are not acceptable. The face of the sealed

envelope shall state "SEALED PROPOSAL" and contain respondent's name, return address, title of the proposal, proposal (if applicable) and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms shall be rejected.

Jimmy Knight, Village Manager, is available at (561) 841-3380 to answer any non-technical questions regarding this RFP. Any technical questions regarding this RFP should be submitted in writing to Village of North Palm Beach for review and response. If any technical question requires a response which the Village in its sole discretion determines should be provided to all potential respondents, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential respondents receive such addendum by posting the addendum onto the Village's website for the respective solicitation; however, it is the sole responsibility of every respondent to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

Respondents shall utilize Exhibit "B", the Proposal Form, to provide information on the respondent's qualifications and attach additional sheets to Exhibit "B" as required.

In addition to "Exhibit B", the respondent shall provide a detailed scope of work which shall include the following information:

- A. A detailed scope of work based on the Village's minimum specifications in the RFP's scope of work, including performance standards appropriate for the proposed work;
- B. Respondent's proposed fees as an annual amount with a breakdown between labor costs, supply costs and equipment cost;
- C. A statement regarding the acceptance of the Village's direct purchase program option which is outlined in Exhibit "A" scope of work;
- D. A statement regarding the hiring of Village employees as stated in section 9 below;
- E. A statement in their proposal regarding the option to purchase the Village owned equipment as required in the scope of work; and,
- F. A statement as required in the scope of work that the respondent shall utilize the Village's leased maintenance equipment in satisfying the maintenance obligations of the golf course and will assume all obligations for properly maintaining the Village's leased equipment. Respondents shall also include a statement regarding their future assumption of all lease obligations, including payment, of the Village's leased equipment.

4. PROPOSAL EVALUATION AND AWARD: On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village's best interests.

The Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the RFP for the required goods and/or services. The resulting contract shall be awarded to the responsible respondent that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the respondent, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the respondent that the Village in its sole discretion determines will enable them to perform effectively and efficiently the contract being proposed upon. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or portions thereof, to award to a single respondent or portions thereof or to divide the award between respondents or award to more than one respondent, and to re-solicit the required goods and/or services. The Village further reserves the right, in its sole discretion, to award a contract to the respondent (or respondents) whose proposal best serves the interests of the Village.

The selected respondent will be required to execute a standard Village contract, a copy of which is attached hereto as Exhibit "D", which will incorporate the terms and conditions of this RFP and the selected proposal(s). Minor variations in the terms and conditions of the Village contract may be authorized by the Village so long as such variations are consistent with this RFP and the selected respondent's proposal. Venue for any dispute regarding this RFP shall be in Palm Beach County, Florida. Any protest relating to this RFP must be submitted to the Village within five (5) calendar days of the day when the reason for such protest became known or should have become known or the respondent shall waive any and all right to such protest.

5. INSURANCE AND SAFETY REQUIREMENTS: Depending on the required goods and/or services to be provided under this RFP, the selected respondent(s) will be required to carry and maintain certain insurance for the Village. The Village will notify the selected respondent(s) at the time of award or shortly thereafter of the required insurance. The selected respondent(s) will be required to provide certificates evidencing the required insurance with the Village named as "additional insured" prior to providing any goods and/or services to the Village. At this time, the following insurance requirements will be mandated by the Village:

- A. Comprehensive General Liability Insurance with a minimum \$500,000 each occurrence or a combined single limit of \$1,000,000.00 for bodily injury and property damage;
- B. Comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages; and,
- C. Worker's Compensation Insurance in compliance with the minimum standards set by Florida law including Employer's Liability insurance.

All contractors and subcontractors performing services for the Village are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Village Safety and Occupational Health standards and any other applicable rules and regulations; they shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within or around the work site area under their contract with the Village.

6. REGULATIONS, PERMITS AND FEES: The selected respondent(s) will be required to obtain at their expense all permits, inspections and/or licenses required to provide the required goods and/or services to the Village.

The selected respondent(s) must comply with all Federal, State and local laws and regulations that may apply.

7. PUBLIC ENTITY CRIMES: In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

8. REQUEST FOR EXCEPTIONS TO BID REQUIREMENTS: Should any qualified respondent take exception to any of the requirements or specifications stated herein, the respondent may request in writing, an exception to said requirements or specification. This request for exception may be made in advance of the bid submission or may be noted on the proposal form. In either case, the Village shall evaluate the request for exception and the decision of the Village or its appointed representative shall be final.

9. HIRING OF VILLAGE EMPLOYEES: The services to be performed under this RFP are currently being performed by individuals employed by the Village. All proposals must include a hiring program by which current Village employees who are otherwise qualified for hire by the respondent will be offered employment with the respondent, if economically feasible to do so.

10. RESPONDENT'S CERTIFICATION: Each respondent submitting a proposal acknowledges, agrees and certifies as follows:

A. The respondent and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;

B. The proposal constitutes an offer to the Village which shall remain open, irrevocable and unchanged for sixty (60) days after proposal opening;

C. The respondent has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the Village in connection with this RFP;

D. The respondent has not divulged or discussed its proposal with other respondents;

E. The proposal is made based on independent determination of the respondent without collusion with other respondents in an effort to restrict competition;

F. The respondent has not made any attempt to induce any potential respondent from submitting or declining to submit a proposal bid in response to this RFP;

G. The respondent is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP; and,

H. That all information provided in the proposal is true and correct in all respects.

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REQUEST FOR PROPOSALS
EXHIBIT "A"
SCOPE OF WORK

The Village of North Palm Beach, Florida, (Village) is seeking proposals from a qualified company or individual having experience in golf course grow-in and on-going turf management and other related golf course and related grounds maintenance with the ability to commence work, in accordance with the minimum specifications stated herein, on or about **October 1, 2007**.

The minimum specifications primarily consist of all tasks necessary for providing all maintenance, supplies, equipment and staff to perform all normal functions required to maintain quality playing conditions including but not limited to greens mowing, cup changing, moving tee markers, grooming, maintaining quality turf grass, fertilizing, spraying, aerification, overseeding, mowing and purchasing materials and supplies up to a designated dollar limit to maintain the course in the highest quality of playing standard. This includes maintenance of the grounds and bodies of water in and around the golf course and country club. Respondents are encouraged to investigate and propose the least harmful chemicals that will produce the desired result of quality landscape maintenance and appearance.

A. Minimum Specifications for Golf Course and Related Maintenance:

The following maintenance specifications are for the care of the Village's new Jack Nicklaus Signature golf course, grounds, buildings and equipment at the North Palm Beach Country Club.

The Signature design golf course is to be maintained to the highest degree. Strict care must be realized when maintaining all playing areas as well as non-playing areas. The integrity of the golf course must be kept in tact the way it was meant to play.

1. GREENS:

Greens are generally to be mowed every day during active growing periods with walking greens mowers with the exception of triplex mowing during cleanup renovations, such as aerifying or verticutting of greens. Height of cut should stay within the range of .125" - .140". Green speeds should stay consistent at 10' and the putting surface will be firm, smooth, true and relatively grain free at all times except for one week immediately following core aerification. Mowing direction shall be varied each day according to standard "clock" directions and this shall be consistent from green to green.

Greens should be verticut and top dressed lightly with topdressing which matches the sand used in the greens construction once per week, and on Mondays only. Provisions should be made for an alternate day if weather prohibits the Monday schedule.

Greens shall be dragged with a suitable drag mat or brush device to incorporate topdressing evenly throughout putting surface so that no unreasonable amount of sand impedes putting quality.

A fertilizer program shall be instituted that will not allow the Mini Verde bermuda to get excessively lean nor produce excessive growth and puffy surface conditions. Growth is to be controlled at all times and excessive surface moisture retention and dryness is not to be accepted.

Greens shall be core aerified three (3) times per growing season and as needed with pencil tines during winter season and as conditions warrant.

Greens shall be watered as required for healthy turf as determined by rootzone moisture content. This will involve a combination of automatic and hand watering methods. At no time should the greens become waterlogged from excessive irrigation being applied. The exception to this will be during and immediately following flushing operations to remove salinity buildup.

Greens shall be maintained in accordance with Best Management Practices and Integrated Pest Management techniques so as to present reasonably healthy turf conditions at all times.

Greens shall be maintained to designed perimeter dimensions at all times and encroachment of coarse, rough type bermuda is not acceptable.

Any blemishes, turf damage, excessive wear, scalped cup plugs, and ball marks shall be repaired on a regular and on-going basis.

Any weed growth, grassy or broadleaf, shall be hand picked or otherwise removed as it appears in the putting surface.

Cups will be cut on a daily basis through the active growing period and as needed to avoid excessive wear from foot traffic and ball marks during the slow growth period.

Cup liners, pin flags and flag poles will be kept in "as new" condition and immediately replaced when broken, damaged, or otherwise deemed unsatisfactory.

2. TEES:

Tees shall be mowed a minimum of three times per week during active growing periods, (Monday, Wednesday, Friday), changing mowing direction as necessary to avoid excessive grain and puffiness.

Tees shall be verticut, core aerified, and topdressed a minimum of three (3) times per growing season.

Tees shall be fertilized with appropriate types and rates of fertilizer to maintain a steady, healthy growth rate and recovery from wear and divots.

Tees shall be irrigated so as to not become excessively dry or wet, and should produce firm footing at all times.

Any turf damage, excessive wear from golfers or maintenance equipment, and divot taking should be repaired in a timely manner and as needed to present a full turf cover. Divots shall be filled in by hand topdressing as needed on a daily basis..

Tee surfaces and surrounds shall be maintained relatively free of weed growth, pest damage and disease, in accordance with Best Management Practices and

3. FAIRWAYS:

Fairways shall be mowed 4 times per week during growing season (Monday, Wednesday, Thursday and Saturday), changing direction each day. Height of cut shall vary from .600” to .400 as growing and playing conditions dictate.

Fairways shall be core or solid tine aerified four (4) times per growing season, weather permitting, (i.e. drought), and in addition as needed to relieve compaction in high wear areas. Fairways shall be verticutted at least twice during the peak growing season.. All debris from aerifying and verticutting shall be cleaned up on any one hole in the same day of the operation on that hole.

Fairway mowing outlines shall be maintained regularly to keep up original design integrity of golf holes.

4. ROUGHS:

All roughs, including green slopes, bunker faces, and tee surrounds, will be continuously mowed during active growth periods to insure frequency of at least one complete mowing per week and trimmed as needed to maintain a 1.5 to 2 inch cutting height on the bermuda and the natural and informal roughs (Bahia) will be maintained to a 4 to 6 inch height.

Roughs (Bermuda grass) shall be aerified a minimum of 3 times per growing season and as required to relieve compaction and promote recovery from wear.

5. BUNKERS:

All bunkers are to be raked every day or as needed to produce good playing conditions, this is to be done with a power driven bunker rake machine on the floors of the larger bunkers and with hand raking performed on the edges and in the smaller bunkers.

All sand bunkers shall be edged and trimmed a minimum of one (1) time per month. Bahia grass faces shall be maintained to a minimum of 4 inches with a desired height of six (6) inches.

Re-sanding of bunkers shall be done as needed when base material shows through finish layer.

Bunkers faces and floors shall be clean of rocks, trash,, debris, grass clippings, and debris at all times.

6. CARTPATHS:

Bahaia and Bermuda grass edges along cart paths shall be trimmed and cleaned as often as necessary to produce a neat, clean appearance at all times.

7. DRIVING RANGE:

The driving range shall be mowed three (3) times per week during the growing season or as needed to simulate fairway conditions.

The driving range shall be core or solid tine aerified at least two (2) times during the growing season or as needed to maintain healthy turfgrass conditions.

Yardage indicator flags shall be moved as needed to spread wear and vary shot angles.

8. DRIVING RANGE TEE:

Tee shall be mowed a minimum of three (3) times per week and shall be top dressed with a suitable matching sand and fertilized as required on a regular basis to keep up with wear recovery.

9. FERTILITY AND PEST MANAGEMENT:

Greens, Tees, fairways and bermuda roughs shall be fertilized as required by soil test data, growth rate, and color in accordance with Best Management Practices to promote a healthy turf stand capable of recovering from wear, compete with weed encroachment, and resist stress, pest and disease damage. Fertigation, or fertilizer injection into the irrigation system, will be used 12 months of the year to supplement granular and foliar spray applications.

Salt accumulation management will be required to maintain healthy turf , particularly during the dry periods with no or infrequent rainfall.

Spraying and fertilizing will be done so as to not expose golfers during play hours. A period of a day or days shall be set aside during the week to perform these applications with no golfers present and the appropriate re-entry times will be observed. Best Management Practices will be observed and performed at all times.

10. CLUBHOUSE, POOL AND TENNIS GROUNDS:

All clubhouse, pool, tennis and US-1 grounds shall be maintained on a weekly basis. Mowing, edging, weed eating, blowing, herbicide spraying, etc will be done routinely, to maintain a consistent, quality appearance of the club facade.

11. TREE MAINTENANCE:

All cabbage palms on golf course and clubhouse grounds shall be trimmed up and booted at 45 degrees. All debris shall be hauled off site. All large scrub oaks shall be pruned of heavy excess growth as needed to ensure survival. Large Banyan trees at entrance of club shall be pruned every other year of excess growth to ensure survival.

12. LAKE MANAGEMENT:

All lakes on the North Palm Beach Country Club property shall be maintained by a licensed aquatics maintenance company.

13. IRRIGATION:

The irrigation pump station shall be under contract by a qualified Electric Company for preventative maintenance and repairs to station. Station is to be kept clean and pump house is to be maintained and painted as needed.

Irrigation repairs will be done as needed with a visual daily checkouts of the system, and a thorough analysis of the computer run data from the previous night. Adjustments to the program will be made only by trained and qualified personnel, under the direction of the golf course superintendent.

Irrigation will be done as needed throughout the growing period with a view to conserve water, prevent leaching, and encourage good root development and provide firm playing conditions. Excessive dryness or turf stress is to be avoided by careful attention to watering needs. Overwatering and regular saturation of the rootzone resulting in wet, soft playing conditions and unhealthy turfgrass is not acceptable. Evapotranspiration rates will be calculated by an on site weather station for use in determining the amount of water to be applied.

14. MAINTENANCE EQUIPMENT:

All golf course maintenance equipment shall be operated under the guidelines and requirements of the manufacturer's owner's manual and the operators will be thoroughly briefed and trained in order to comply with this instruction.

All golf course maintenance equipment, whether owned or under a lease agreement, shall be cleaned, serviced and maintained to the highest standards and manufacturer's recommendations. Oils and lubricants must be exchanged or added on a regular basis as outlined in the manufacturer's service manual to prevent wearing of bearings, seals, and all moving parts. All reel blades and rotary blades shall be sharpened regularly and maintained in a manner so as to promote clean, sharp grass blade cutting at all times.

15. MAINTENANCE BUILDING AND CART BARN:

The maintenance facility shall be kept clean and organized at all times. All junked vehicles and equipment will not be permitted to remain on premises. Appearance inside and outside of compound will be maintained to the highest standard (i.e. trash, debris, overgrown foliage, weeds, junk parts, pipe, junk vehicles, etc)

B. Village Owned/Leased Maintenance Equipment:

It is the respondent's responsibility to provide all equipment necessary to perform the maintenance obligations outlined in this RFP. However, the respondent may utilize Village owned equipment in satisfying the maintenance obligations. Respondents shall include a statement in their proposal regarding the option to purchase the Village owned equipment. A list of Village owned equipment should be requested at the pre-proposal meeting or by separate request to the Village. The Village also leases other maintenance equipment for the golf course which shall be utilized by the respondent in satisfying the maintenance obligations. Each proposal shall include a statement that the respondent shall utilize the Village's leased maintenance equipment in satisfying the maintenance obligations of the golf course and will assume all obligations for properly maintaining the Village's leased equipment. Respondents shall also include a statement in their proposal regarding their future assumption of all lease obligations, including payment, of the Village's leased equipment. A list of Village leased equipment should be requested at the pre-proposal meeting or by separate request to the Village.

C. Village's Direct Purchase Option:

The Village reserves the right, at the Village's option, to direct purchase materials, equipment, and furnishings involved in the work, including subcontracts, if any. The selected respondent, and all subcontractors, if any, shall comply with the Village's direct purchase procedures which shall be incorporated into the terms of the contract with the selected respondent. Elements of the direct purchase program may include, but are limited to:

The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for direct purchases.

The parties acknowledge that Village may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

The respondent is responsible for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications.

In the event the Village determines to make any direct purchase of material and/or equipment for the Project, the direct purchase will be authorized by a deductive change to the agreement.

The deductive change for the direct purchase shall reduce the contract amount otherwise due from the Village to the respondent by the cost to be paid by the Village for the material and/or equipment to be directly purchased by the Village and by the sales tax saved by the Village directly purchasing the material and/or equipment.

The Village's Direct Purchase mechanism to effectuate tax savings in no way affects the obligation of the respondent to meet all of the terms and conditions and all provisions and technical specifications of the bid and resultant contract document.

The respondent shall be responsible for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the Village or not.

The materials directly purchased by the Village for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

It will be the respondent's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the respondent.

The respondent shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the Village, until such time as the scope of work by the contractor has been completed and accepted by the Village.

The respondent will be responsible for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment.

The respondent shall not be responsible for warranting the materials and equipment to the Village, however, the respondent shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the Village.

The respondent shall maintain records of all direct purchases received and incorporated into the work and provide the Village with a monthly accounting.

When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the respondent will immediately submit to the Village the invoice and documentation supporting the goods received.

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REQUEST FOR PROPOSALS
EXHIBIT "B"
PROPOSAL FORM

Respondents shall complete this form and attach additional sheets as required herein and as specified in the RFP.

1. Name of Respondent: _____

Primary Point of Contact if Company:

2. Business Address: _____

3. When Organized: _____

4. Where Incorporated: _____

5. How many years have you been engaged in business under the present name (if Company)? _____

6. General character of work performed by you or your company: _____

7. Please attach evidence of possession of required licenses and/or business permits.

8. Number of employees: _____

9. Please attach resumes or background and experience information of principal members of your company including personnel providing services to the Village.

10. Bonding capacity: _____

11. Have you ever defaulted on a contract? If so, please attach additional information explaining where and why?

12. Please list information on you or your company's experience in performance of work similar to that requested in the RFP:

Project	\$ Value	Contact Name	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Please attach additional information on any current contracts you or your firm currently has for work similar to that requested in the RFP (if different from above), who the contract is with, and a contact name and number.

14. Please list you or your company's largest completed projects (include final cost).

- 1) _____
- 2) _____
- 3) _____

15. Please attach information on all lawsuits (related to similar projects) or arbitration to which you have been a party and which arose from performance issues and occurred within the last 4 years. Please provide case number and style of said lawsuits.

Respondent agrees to provide the required goods and/or services requested in the RFP for the amount not to exceed specifically listed in respondent's proposal.

Respondent agrees to provide all required goods and/or services requested in the RFP and as awarded by the Village on the date and time listed in the RFP.

Respondent certifies that all information in its proposal, including the information in this form and any attached sheets, is true and correct.

Authorized Representative's Signature

Date

Name:

Position:

REQUEST FOR PROPOSAL
EXHIBIT "C"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 employees 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, any available drug counseling, rehabilitation, and 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 subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

REQUEST FOR PROPOSALS
EXHIBIT "D"
STANDARD VILLAGE CONTRACT

CONTRACT FOR GOLF COURSE MAINTENANCE SERVICES FOR THE VILLAGE OF
NORTH PALM BEACH

This Contract is made as of the _____ day of _____, 2007, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, by and through its Village Council, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all work necessary for the maintenance of the Village Municipal Golf Course pursuant to the terms and conditions of this Contract.

SECTION 1: GOODS AND SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services necessary for the maintenance of the Village Municipal Golf Course as required under the VILLAGE's Request for Proposal and the CONTRACTOR's proposal thereto, which are attached hereto and incorporated herein by reference and to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

B. The goods and services to be provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the VILLAGE to proceed.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall be for an initial term of three (3) years from the date first written above unless earlier terminated in accordance with the terms and conditions stated herein. The initial term of this Contract shall automatically extend for an additional two (2) years unless either party notifies the other party at least ninety (90) days prior to the end of the initial term that it does not desire to have the Contract automatically extend for another two (2) years.

B. The CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE. Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Wiley Livingston, Director of Public Works. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's proposal attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount stated in CONTRACTOR's proposal.

B. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’s final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

B. The CONTRACTOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel, which may include the hiring of Village employees, required to perform the services under this Contract.

B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. All of the CONTRACTOR’s personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the VILLAGE’s representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the CONTRACTOR. The VILLAGE may also terminate this Contract with written notice of cause to the CONTRACTOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the VILLAGE’s satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.
4. Continue and complete all parts of the work that have not been terminated.

SECTION 8: FEDERAL AND STATE TAX. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

SECTION 9: INSURANCE.

A. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence or \$1,000,000 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS. The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign,

sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP. The CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 15: ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

SECTION 16: SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the

increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Village of North Palm Beach.

SECTION 18: PUBLIC ENTITY CRIMES. CONTRACTOR acknowledges and agrees that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or CONTRACTOR 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 following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the work by the VILLAGE, the VILLAGE's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

C. The CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

SECTION 20: WARRANTY/GUARANTY. CONTRACTOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS. CONTRACTOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 21: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

**Village of North Palm Beach
Attn: Jimmy Knight, Village Manager
Village Hall
501 US Highway 1
North Palm Beach, FL 33408**

and if sent to the CONTRACTOR shall be mailed to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 22: ENTIRETY OF CONTRACTUAL AGREEMENT. The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposal and the CONTRACTOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Proposal taking precedence over the CONTRACTOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 23: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 24: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 25: SURVIVABILITY. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 26: WAIVER OF SUBROGATION. CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

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IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract for golf course maintenance services as of the day and year first above written.

BY: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

Edward M. Eisey
MAYOR

ATTEST:

BY: _____

MELISSA TEAL,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY

VILLAGE RFP AND CONTRACTOR'S PROPOSAL
TO BE ATTACHED AS EXHIBITS