

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Professional Landscaping Services RFP Proposal Packet

A) Deadline for Submittal

Proposal Due Date: On or before Friday, March 13, 2015, before 5:00 p.m. **Interested firms must submit five (5) hard copies.**

B) Ave Maria Stewardship Community District (“Ave Maria” and/or “District”) - Background

Ave Maria is currently in the early stages of its development. The first conveyance of a home in the Community took place in the fall of 2007, and since that time, just under 600 homes have been conveyed. At completion, Ave Maria will consist of over 8,500 homes. The site is located about 35 minutes northeast of Naples, and about 10 minutes south of Immokalee, near the intersection of Oil Well Road and Camp Keais Road.

Even at this early stage in its development, the Community has extensive common areas.

A five-person Board of Supervisors governs the District. Board Members are elected by the landowners on a one vote per acre basis during the annual landowners’ meeting for two and four-year terms.

C) Purpose of Request

The District is soliciting proposals from qualified Lawn Maintenance Firms (the “Provider”). Any firm interested in serving in this capacity should submit a proposal pursuant to the terms and conditions set forth herein and the attached Legal Advertisement of the RFP.

The District’s Board of Supervisors (the "Board") has authorized the Request for Proposals and will review the proposals and may or may not make a choice of who to negotiate with to provide these services.

If necessary, the District’s Manager and General Counsel will thereafter enter into negotiations with the firm chosen by the Board to provide the services requested. Assuming an agreement is successfully negotiated, the selected firm will be engaged by the District for a term beginning on or about June 1, 2015.

D) Proposal Submittal Instructions

Five (5) hard copies of the proposal must be submitted to the office of FirstService Residential Corporation, Attn: Luisa Rosales, by no later than Friday, March 13, 2015 before 5:00 p.m., Eastern Time, at 5076 Annunciation Circle #103, Ave Maria, FL 34142 and be identified as “Response to Request for Proposals Professional Landscaping Services”. It is the applicant’s obligation to ensure that confirmation of timely receipt is obtained. Late proposals will not be accepted and will be labeled with a reply marked "TOO LATE".

Any corrections to a proposal prior to the Submittal Deadline must be submitted by the firm using the same format. No changes or corrections will be allowed after the Submittal Deadline.

Each applicant should carefully examine the attached Legal Advertisement of the RFP and this Proposal Packet and make an electronic request to FirstService for interpretations or corrections of any ambiguity, inconsistency or error. Only electronic responses issued by FirstService should be relied upon, and all such responses will be distributed to each firm that receives a copy of the RFP Proposal Packet.

Responses should be prepared simply, economically and provide straightforward and concise responses which satisfy the requirements of the RFP. Emphasis should be placed on the completeness and clarity of the content. The District shall not be liable for any expenses incurred in the preparation or presentation of the responses.

E) **Timetable**

The District has established the following timetable for selection of its Provider; however, the schedule is subject to change at the sole discretion of the District:

Pre-bidding tours will be conducted on Monday, February 23, 2015, through Friday, February 27, 2015, between the hours of 9:00 a.m. and 4:00 p.m. Bidders must contact **Donny Diaz** to schedule their tours. Tours will be no longer than one hour in duration, and will be scheduled in the order in which calls are received. Bidders may remain on site to inspect, measure, etc., after their tour.

Proposals must be received at our office no later than Friday, March 13, 2015, before 5:00 p.m., Eastern Time. **Interviews will be conducted on Friday, March 27, 2015, starting at 9:00 a.m.** The interviews will take place at the Community's administrative offices, located at **5076 Annunciation Circle #103, Ave Maria, FL, 34142**. The proposals will be opened privately and will be reviewed and ranked based on the criteria listed above for the Proposal contents. The Community will interview up to three Bidders as part of the selection process. The Community reserves the right to reject any and all Bids, waive informalities in bidding, or to accept the Proposal or Proposals, which serve the interests of the Community.

Please plan for your company's proposed Manager to be in attendance during the interview, along with any other personnel who might be beneficial to the landscaping services we seek.

F) **Services Desired**

The Community is seeking comprehensive bids for landscaping maintenance in accordance with the specifications in Schedule "A", Schedule "B", Schedule "C", and Schedule "D".

G) **Bidder Requirements**

In addition to criteria referenced in **Exhibit A**, bidders must meet the following criteria in order to submit a bid:

- 1) Licensed in the State of Florida and in the County of Collier to do business as a landscaping contractor.

- 2) Licensed in the State of Florida and the County of Collier (as applicable) to spray pesticides, herbicides, fertilizers, etc.
- 3) Must have appropriate labor, equipment and resources to proactively service a large scale community, including equipment required to properly maintain the grounds.
- 4) Must have one or more English-speaking, management-level personnel capable of interfacing with the Community's on-site management team on a daily basis as necessary.
- 5) Must have at least 10 years in business, and at least 5 years' experience in maintaining common areas of community associations.

H) **Bidder Contents**

If your company fits the above description, and you wish to submit a bid, please include with it the following:

- a) *Information regarding your firm, including the number of **large scale** community associations currently maintained, years in business, designations, accreditations, and anything else you feel is important for us to know.*
- b) *Qualifications, designations, accreditations, etc., of the person or persons who would be the Community's primary point of contact ("the Manager").*
- c) *Three community references (preferably large scale developing communities) including contact information for at least one Community Manager from each community.*
- d) *Pricing information relevant to the landscaping services we seek, broken down into two lump annual sums*
- e) *Payment terms (i.e. number and amounts of installments, due dates, etc.)*
- f) *A copy of your proposed contract, drafted to include the minimum specifications as shown in **Exhibit A**.*
- g) *Any other information about your firm which you feel may be important to us.*

Contact List

Questions regarding this document should be forwarded to **Donny Diaz** at (239) 867-4322 or donny.diaz@fsresidential.com; or **Luisa Rosales** at (239) 867-4322 or luisa.rosales@fsresidential.com.

An electronic copy of your bid should be emailed to both email addresses listed above, and **five hard copies** of your company's bid must be mailed to the address listed below:

**Ave Maria Master Community Association, Inc.
FirstService Residential Corporation
Attn. Luisa Rosales
5076 Annunciation Circle
Ave Maria, FL, 34142**

J) **Legal Requirements and Disclosure**

PLEASE NOTE THAT ALL RESPONSES TO THIS RFP WILL BE A MATTER OF PUBLIC RECORD.

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public works, 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 the threshold amount provided in Section 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.

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the Provider services covered herein shall apply. Lack of such knowledge by an applicant shall in no way be cause for relief from responsibility. Applicants must be aware of their need to comply with the following State laws: (i) Chapter 286, Florida Statutes, regarding “Government in the Sunshine” and (ii) Chapter 119, Florida Statutes, involving Florida’s Public Records Law. The selected firm will be prohibited from discriminating against any employee, applicant, or client because of race, creed, national origin, sex or age with regard to but not limited to employment practices, rates of pay or other compensation methods and training selection.

The District reserves the right to accept or reject any or all proposals and to select the proposal(s) which, in the opinion of the District, will be in the best interest of the District and its taxpayers. The District also reserves the right to reject the response of any applicant which has previously failed in the proper performance of services of a similar nature.

Scope of Work

Schedule A

GENERAL WEEKLY SERVICES LANDSCAPE MAINTENANCE SPECIFICATIONS

1. Mowing of all turf areas one time per week during the months of April - October. Once every other week during the months of November - March (38 MOWS). The height of the cut will be set at approximately four inches. Mowing along Canal will be to the waters' edge. If mowers cannot reach the waters' edge during mowing the string trimmers will finish to the waters' edge.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces one time per week during the months of March - November, and once every other week during the months of December - February. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger. Debris to be removed by a gas blower.
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means. String trim to waters' edge once per month.
4. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being dependent upon the desired appearance. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. The frequency established to completely detail the entire property is once every 4-6 weeks.
5. Trees in pedestrian walkway areas will have a clearance maintained up to seven feet in height. Trees along roadways, entrances and driveways will have a clearance maintained up to fifteen feet in height.
6. Palm trees up to fifteen feet will be trimmed of excess fronds and cleaned of unwanted seed pods and debris during the sectional rotation and palms out of rotation with unwanted fronds. Pods will be trimmed as needed. Trimming of palm trees exceeding fifteen feet of clear trunk and all specimen palms that require added equipment or special techniques shall be included as a special service at an additional cost.
7. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements are to be kept clean of unwanted landscape debris by the use of forced air

machinery.

8. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under the agreement, but can be accomplished under a separate work order, if it should become necessary.

9. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems with positive findings being reported. If broadened responsibility is required under a turf care or tree/shrub care program, immediate steps should be taken to rectify the problem. In the event such programs are not in force, an estimate will be provided based on time and materials needed for an effective treatment, as indicated in Schedules "B" and "C", if applicable.

10. The installation of bedding plants as well as the labor and materials necessary to replenish mulch, bark, or chips to plant beds can be included as a special service at an additional cost.

11. The monitoring, cleaning, and adjustment of all irrigation system components on the property are to be included.

Schedule B

TURF CARE PROGRAM

All services are to be backed with unlimited service calls at no additional charge (48 hour response time).

Bahia:

MONTH

APPLICATION

February: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

June: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

October: Fertilizer and insect controls. Disease will be treated, as needed throughout the year.

Schedule C

TREE/SHRUB CARE PROGRAM

All services are to be backed with unlimited service calls at no additional charge (48 hour response time).

MONTH

APPLICATION

March: Fertilizer all plant material and check and treat for insects and disease.

September: Fertilizer all plant material and check and treat for insects and disease.

Plant material will be inspected monthly and will be treated for insect and disease, as needed for the term of the contract.

Schedule D

IRRIGATION MAINTENANCE

1. FREQUENCY OF SERVICE:

The Contractor shall perform the following services twelve (12) times per year, for the duration of the contract:

2. SERVICE SPECIFICATIONS:

- a.) Activate each zone of the existing system.
- b.) Visually check for and report any damaged heads or ones needing repair.
- c.) Clean or adjust any heads not functioning properly.
- d.) Report any valve or valve box that may be damaged.
- e.) Leave areas in which repairs or adjustments are made free of debris.
- f.) Adjust controller to the watering needs, as dictated by weather conditions.

Exhibit A

Minimum Specifications for

Landscape Maintenance

_____ hereinafter sometimes referred to as the Contractor, and Ave Maria Master Association, Inc., hereinafter referred to as the Association, and may enter into an Agreement for landscaping maintenance services. At a minimum, those services will be performed in accordance with the following terms, conditions and specifications. To the extent that there is a conflict between the actual contract and these specifications, these specifications shall prevail.

I. CONTRACTOR QUALIFICATIONS

A. The Contractor hereby affirms that it is in the business of providing services for Landscaping maintenance; that it has the necessary equipment, staff and resources to perform such services; that it is familiar with and does and will conduct its services in full compliance with all federal, state and local regulations regarding the conduct of its business and shall pay all fees imposed by any governmental entity; and that it is authorized to do business in the jurisdiction of the Association.

B. The Contractor shall, at his cost and expense, maintain proper insurance. Such insurance at a minimum shall include: i) Workers' Compensation as required by law; ii) Comprehensive General Liability and Property Damage liability in an amount at least \$1,000,000 combined/single limit for each accident or occurrence; iii) vehicle liability in the amount of \$1,000,000 for bodily injury/property damage per occurrence. Vehicle liability shall include owned, hired and non-owned vehicles; and iv) Employer Liability insurance, with an accident limit of \$100,000, a disease policy limit of \$500,000 and a disease limit for each employee of \$100,000. Any insurance shall name the Association and Ave Maria Development Corporation, Pulte Homes, Inc., their subsidiaries and affiliates, as "Additional Insured" and shall provide that the policy may not be cancelled or terminated without at least thirty (30) days prior written notice. The above-described insurance shall be maintained throughout the entire term of this Agreement. A certificate or copy of the insurance policies shall be delivered by the Contractor to the Association prior to commencement of any activities by the Contractor pursuant to this Agreement. The Contractor hereby further covenants that all employees and sub-contractors shall be properly insured pursuant to the terms of this Agreement. The Contractor shall promptly notify the Association in the event of any occurrence of accident harming life, limb or property caused by its actions.

II. CONTRACTOR RESPONSIBILITIES

A. Labor and Material. Contractor agrees to furnish all labor, machinery, equipment, etc., which are necessary to perform landscaping maintenance in accordance with the plans and specifications attached hereto as ***Exhibit A*** and incorporated herein by reference. All machines and materials shall be of such types and quality as to do the job without damage to any and all property of the Association, its members and tenants and their respective guests, licensees and invitees. All personnel shall be properly trained, licensed (if necessary), and conduct work in a professional

manner. The Contractor shall have a competent foreman in charge of the working crew(s) at all times.

B. Services. The services required are set forth in ***Exhibit A*** as referenced above. Such services are to be performed in a good and workman-like manner.

III. CHARGES AND PAYMENTS

Contractor shall indicate amounts due for labor and materials separately on all billing. Sales and use taxes charged to the Association for materials shall be indicated separately on billing, or it shall be indicated that sales and use taxes are not applicable. The Association shall pay to the Contractor all sales and use taxes charged to it that are applicable in the jurisdiction where services are being provided, and the Contractor shall be responsible for making all tax payments to the appropriate authorities. The contract price quoted shall be deemed inclusive of such taxes unless otherwise specified.

In return for the satisfactory delivery of services by the Contractor in accordance with this Agreement, the Association agrees to pay the Contractor a sum as set forth below:

Payments are to be made in arrears and shall be due and payable within 20 days after the Association's receipt of monthly invoice from Contractor. A service fee of five percent (5%) shall apply to any payment received more than 30 days after the Association's receipt of Contractor's invoice.

IV. DURATION OF AGREEMENT

This Agreement shall commence on or about **June 1, 2015**, and shall terminate on **May 31, 2016**. This agreement shall self-renew for yearly periods on June 1st of each year unless either party shall give thirty (30) days written notice of their intent to terminate the contract. Either party may terminate this Agreement with or without cause and without penalty upon thirty (30) days written notice.

V. INDEMNIFICATION

The Contractor hereby agrees to defend, indemnify and hold harmless the Association, its Board of Directors, Agents, Ave Maria Development Corporation, Pulte Homes, Inc., CC Ave Maria Holdings, its subsidiaries and affiliates, members and their tenants and their respective guests, licensees and invitees for any claim whatsoever, including all costs and attorney's fees incurred arising out of Contractor's actions on the site. In the event of any claim under this indemnification, the Association reserves the right to select legal counsel to represent its interests.

VI. GOVERNING LAW

The laws of the State of Florida shall govern the interpretation and all matters relating to this Agreement.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REQUEST FOR PROPOSALS FOR
PROFESSIONAL LANDSCAPING SERVICES**

NOTICE IS HEREBY GIVEN that Ave Maria Stewardship Community District (“District”) is soliciting Proposals from Lawn Maintenance Firms (the “Provider”) for their service in the role of providing professional landscaping services within the District. Any qualified Firm interested in providing services must submit a proposal pursuant to the terms and conditions set forth in the hereinafter referenced Proposal Packet.

Firms interested in submitting a proposal may contact FirstService Residential Corporation (“FirstService”), at its offices located at 5076 Annunciation Circle, Ave Maria, Florida 34142, telephone 239-867-4322, e-mail: luisa.rosales@fsresidential.com between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, if there are any questions regarding this matter and to obtain a Proposal Packet for response.

Proposals are required to be delivered to FirstService Residential Corporation (“FirstService”), at its offices located at 5076 Annunciation Circle, Ave Maria, Florida 34142 by no later than Friday, March 13, 2015, at 5:00 p.m., Eastern Time. 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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, 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 the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

The successful Provider may enter into a Contract with the District that may or may not commence on or about June 1, 2015.

The District reserves the right to reject any or all proposals, to waive informalities and to re-advertise. There will be no fees paid to any firm for answering this RFP.

**BOARD OF SUPERVISORS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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