



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

W-46-12

GOLF COURSE MAINTENANCE

MANDATORY: PRE-PROPOSAL CONFERENCE

**WILL BE HELD AT 10:00 A.M. JULY 18, 2012
AT THE MUNICIPAL GOLF COURSE,
1101 N. FEDERAL HIGHWAY,
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: AUGUST 1, 2012, 2:00 P.M.
PURCHASING OFFICE**

**1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
W-46-12
GOLF COURSE MAINTENANCE

The City is seeking proposals from qualified firms to provide Golf Course Maintenance Services for the City of Pompano Beach, Municipal Golf Course. The contract will be for a five (5) year period with the option of two (2) additional five (5) year renewal terms.

The City will receive sealed proposals until 2:00 p.m. (local), August 1, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

A mandatory pre-proposal conference will be held at 10:00 a.m. July 18, 2012 at the Pompano Beach Municipal Golf Course, 1101 N. Federal Highway, Pompano Beach, FL, 33060. Only those firms attending this pre-proposal conference will be eligible to submit a response to this RFP.

INTRODUCTION

The following maintenance standards represents the acceptable standards for the care and maintenance of the Pompano Beach Municipal Golf Course, associated practice areas, course landscape plant material and clubhouse grounds.

A. SCOPE OF SERVICES

The City of Pompano Beach, Florida desires to enter into a contract with a qualified firm for the total maintenance of the Pompano Beach Municipal Golf Course, for the Pompano Beach Parks and Recreation Department.

The specifications contained herein are intended to indicate the minimum practices necessary for proper maintenance of the Greg Norman Signature, Pompano Beach Municipal Golf Courses. The following minimum maintenance standards are intended to provide the golfing customers with a consistent and acceptable level of course conditioning through employment of agronomically sound and environmentally sensitive routine management programs and practices. Nothing in these specifications shall be interpreted to limit the responsibilities of the contractor from carrying out additional measures required to meet the intent and quality level specified.

The contractor is required to perform labor calculations with the frequencies outlined to determine their staffing levels. It is required that each proposer provides a staffing chart and budget for each year of their proposal that they intend to follow. Labor reports may be required as back-up should the City determine that the contractor is providing less than the indicated amount of personnel.

1. General Provisions

Furnish all labor and materials to maintain the Pompano Beach Municipal Golf Courses and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein. Maintain all equipment in working order and according to the manufacturers recommended maintenance

schedules. This shall include, but not be limited to, keeping detailed records of the maintenance performed on each major piece of equipment.

- a. Areas of maintenance include, but are not limited to: greens, tees, approaches, collars, fairways, roughs, cart paths, driving range tee, practice areas, lakes, water hazards, course facilities grounds, clubhouse grounds and along roadways. Inclusive of this contract is the maintenance of turf, shrubs, plants and trees.

The contractor shall:

- b. Propose and execute corrective actions to bring substandard areas of the golf course up to the standards reflected in this document.
- c. Shall furnish all labor and supervision to professionally maintain and improve upon the existing course in accordance with the specifications of this RFP. This work force will include a trained and experienced Certified Golf Course Superintendent stationed at the course on a full-time basis.
- d. Will perform all normal functions which are essential to providing quality playing conditions, i.e.: greens mowing, cup changing, moving tee markers, grooming, etc.
- e. Will develop and perform necessary turf management programs to maintain and improve playing conditions.
- f. Be responsible at its own costs for both materials and labor for the immediate repair of any damage to City property that is caused by the contractor. Repairs will be made in a manner which restores the damaged area/facility to its original condition or better.
- g. Will be required to regularly evaluate the courses and make recommendations for capital improvements. The City at its option, can acquire additional services from the Contractor to make needed improvements. This recommendation must be submitted in writing on or before March 1 of the current year, to allow funds to be budgeted for the following fiscal year.

2. Supervision

Supervision shall be maintained over Contractor's working personnel at the golf course. Maintenance activities shall be coordinated with the City's representative. The contractor will make work assignments necessary to meet the direction provided by the City's representative. Contractor shall make seasonal or other required adjustments. The contractor shall also ensure that its employees maintain a neat and orderly personal appearance in keeping with the City's image. All employees shall be neatly attired at all times in a manner that will reflect credit to both the Contractor and the City.

3. Professional Requirements

- a. To obtain maximum performance, the contractor must be willing and able to supplement the trained maintenance personnel with the addition of professional turf consultants, entomologist, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expenses of the Contractor.

- b. The Contractor shall incorporate its full service maintenance program based upon generally accepted turf management principles and the Contractor's approved maintenance schedule.
- c. The contractor hereby certifies that the Golf Course Superintendent assigned will have the proper certifications from the Golf Course Superintendents of America, which requires educational and work experience. The Golf Course Superintendent must have at least three (3) years proven experience in golf course management in warm season turf grass environments. The Golf Course Superintendents experience must be demonstrated to provide ongoing maintenance programs which shall fulfill the terms and conditions of the subsequent agreement emanating from this RFP. The Golf Course Superintendents shall provide resumes.
- d. The Contractor shall also retain personnel approved as pesticide applicators licensed by the Department of Agriculture and Consumer Services. The application of such pesticides on the premises of the Pompano Beach Municipal Golf Courses shall be performed by or under the supervision of the aforementioned licensed pesticide applicator. All pesticide applications must follow label guidelines, directions and restrictions.

4. Work Hours

- a. The schedule of work hours for accomplishment of maintenance services must conform to the requirements of the City and must have the approval of the City's representative.
- b. The Contractor shall furnish advance weekly work schedules to the City's representative one week prior to performing its maintenance work. Such advance weekly work schedules shall contain a blank space for the City's representative to approve the acceptability of such a schedule/ In addition, the Contractors shall also furnish an advance monthly master scheduling plan setting forth the proposed work schedule for the upcoming month to the City's representative.
- c. The working schedule shall be rotated so that an appropriate crewmember will be on the golf course on Saturdays and Sundays. Actual procedures shall be coordinated with the City's representative. Work schedules shall also include the number and names of the Contractor's personnel who will be working.
- d. In the event of a natural disaster, i.e.: hurricane, etc., the City may issue written authorization to the contractor to allow overtime as approved by the City to repair the golf course.

5. Evaluation of Operation

At the end of the first ninety (90) days hereof, the Contractor shall submit a formal report to the City's representative outlining recommendations, which will improve the quality of service and assist in effecting future cost savings.

6. **Contractor Representative**

The contractor shall designate a Project Manager who shall be responsible for the contractor's overall performance hereunder and who will, on request of the City's representative, report any noteworthy highlighted activities/problems/solutions to the City and/or the City's representative.

7. **City Representative**

The City's Parks and Recreation Director or designees will be the City's representative. This representative will be the direct liaison between the City and Contractor. The City representative may conduct bi-monthly inspections of the site, including but not limited to hole by hole and following up by a written recommendation of areas that need improvement.

8. **Professional Turf Consultant**

The City reserves the right to contract with a professional Turf Consultant at any time during the performance of this contract to evaluate the maintenance practices and agronomics. This is to insure that the contractor is following all technical programs set forth within the subsequent agreement.

9. **Personnel**

- a. The contractor shall employ qualified personnel whose work history includes successful employment in the performance of golf course maintenance.
- b. The contractor shall orientate and train all employees in the schedules, philosophies and public relations concerns of the City and those personnel shall conduct all work operations and dealings with the public in a courteous manner. Each employee of the contractor shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
- c. All uniform (style) selections for contractor employees must be approved by the City. All employees of the contractor must be properly uniformed while at the golf course. Such uniforms must identify employees as the employees of the contractor and include name and identification on the uniform.
- d. The contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The contractor shall submit a listing of personnel and the types of positions proposed.
- e. During all normal working hours, and during execution of the work, the Contractor shall have on the job a responsible and competent superintendent with authority to speak and act for the contractor.

10. **Additional Provisions**

- a. The contractor shall in no event subcontract any position of the work called for hereunder without prior consent of the City's representative. In the event that work is subcontracted, the contractor retains full responsibility for the acts and omission of its subcontractors and of persons employed by the subcontractor.
- b. The contractor must assist the City in the development of Golf Course Maintenance Specifications, which would be applicable to any new facilities completed after the effective date of this agreement or any subsequent renewal options.
- c. Office and equipment storage space shall be provided to the contractor by the City.
- d. In the event of a natural disaster, including, but not limited to i.e.: hurricane, etc., where revenues cease for a seven (7) day period or longer, the City reserves the right to cancel the contract payment until such time as revenues resume.
- e. Accident Prevention:
 - (1) Precaution shall be exercised at all times for the protection of employees, other persons and property.
 - (2) Contractor's employees shall report to their superintendent any hazardous conditions or item in need of repair noted during their performance of assigned work. The superintendent shall immediately notify the City representative or designee of such conditions.

11. **Emergency Maintenance**

In the event that the City at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the contractor, the City may utilize their own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the City shall be itemized and submitted to the contractor and offset against any future monies owing to the contractor under this agreement. In the event the itemized cost exceeds future monies due to the Contractor, such overage shall be due and owing by the Contractor to the City.

12. **City Responsibilities**

- a. Maintain the golf cart fleet.
- b. Maintain lake water under a separate aquatic weed control agreement.
- c. Be responsible for removal and disposal of all debris after contractor brings debris to designated areas.
- d. Replace or improve capital assets under the following guidelines:
 - (1) City will maintain alarm system.
 - (2) City will replace damaged or dead plant material that is not determined to be the fault of the contractor.

- (3) City will be responsible for repairs or improvements over \$500.00.
- (4) If the City determines additional work not covered by the contract needs to be accomplished and the Contractor has the ability to perform the needed work, the City may engage the contractor to complete the work based on a detailed cost plus surcharge which will be negotiated at the time of contract negotiations. The City reserves the option to have the needed work completed by an outside contractor if it is determined that the outside contractor is in the best interest of the City.
- (5) The City may sub-contract multiple tree grouping maintenance and removal except for incidental pruning of traffic right-of-way and emergency removal of dead or fallen branches.
- (6) The City will be responsible for the maintenance of the effluent water system upstream of the 12" gate valve separation/connector.
- (7) The City will purchase capital equipment on an annual basis. The contractor will project a five (5) year equipment replacement program upon being selected.

B. CONTRACTORS MINIMUM MAINTENANCE STANDARDS

(1) PUTTING GREENS

Overview: All of the putting greens are to be maintained to provide a full and uniform turf cover along with a firm but not hard surface condition. An integrated pest management program will be used at all times to maintain a weed-free condition and prevent insect and disease damage. Mowing patterns must be established to ensure straight lines and neatly defined perimeters. Integrated surface management practices (mowing, rolling, verticutting and topdressing, etc.) shall be conducted to provide a consistent smooth and true ball roll and a speed in the range of 8.5 to 9.5 feet as measured using a USGA Stimpmeter. During periods of reduced growth or environmental stress, conservative procedures are acceptable.

Mowing Equipment – Triplex or walk-behind putting green mowers.

Mowing Frequency – Six to seven times per week. Alternating mowing and rolling of the putting greens is also an acceptable program.

Height of Cut – 0.120 to 0.150-inch for ultradwarf bermudagrass putting greens and 0.140 to 0.180-inch for Tifdwarf/Tifgreen bermudagrass.

Vertical Mowing – Every two weeks when sustained turf growth is occurring. Also to aid in minimizing grain, mower mounted brush or groomer attachments should be routinely used throughout the year.

Topdressing – Every two weeks when sustained turf growth is occurring and preferably following vertical mowing. The topdressing sand must have the same particle size distribution as the rootzone mix of the putting greens and also conform to USGA guidelines. An application rate of 0.5 to 1.0 cubic feet per 1,000 square feet should be used for routine topdressing and the sand uniformly incorporated into the turf canopy.

Turfgrass Growth Regulator – Applications should be conducted on an every five to seven day interval when sustained turf growth is occurring.

Hole Locations – Hole locations will be made in accordance with USGA recommendations and changed daily using a written rotation plan. Cup liners, flag poles and flags are to be uniform, clean and in good repair.

Ball Marks – Repaired daily and preferably prior to routine mowing

Aeration – The summertime core aeration program should be designed to impact a minimum of 20% of the total putting surface area annually. Depending on tine size and the number of holes per square feet produced, three to four replications between April and October can be required. The aeration cores and debris generated should be completely removed and then sufficient topdressing sand applied and incorporated to backfill the holes to at least 90% to 95% of their capacity. Supplemental aeration can be scheduled as needed using spiking, slicing or small diameter solid or coring tines.

Winter Overseeding – Tifdwarf/Tifgreen Bermuda grass only. Overseeding establishment should be undertaken in late October to November and Poa trivialis alone or a combination of Poa trivialis and perennial ryegrass used. Seeding rates will be dependent on the grass species selected. In the spring and once sustained bermudagrass turf growth is occurring, a program using a combination of mowing, verticutting and fertilization will be used to actively transition out the overseeding cover at the same rate that the base bermuda is able to fill in and maintain coverage on the putting greens.

(2) **PUTTING GREEN COLLARS, APPROACHES AND TEES**

Overview: Through the putting green collars, approaches and on the tees, a full, dense and smooth turf cover is to be maintained. An integrated pest management program will also be employed to maintain a weed-free condition and prevent insect and disease damage. The tee markers will be moved daily to prevent excessive divot and wear damage. The tee markers will be rotated in a consistent pattern with the putting green hole locations.

Mowing Equipment – Triplex putting green or trim mower.

Mowing Frequency – Three times per week when sustained turf growth is occurring and at least two times per week during the winter.

Height of Cut – 0.5-inch

Divot Repair – On the tees divot damage will be filled with topdressing sand a minimum of two times per week in a manner to encourage rapid turf recovery and maintain a level surface condition.

Cultural Practices – The putting green collars, approaches and tees will be core aerified a minimum of three times annually during the growing season with 0.5 to 0.75-inch diameter tines. The preferred program is to first severely verticut, followed by core aeration and a medium to heavy rate application of topdressing sand. Periodic supplemental verticutting and topdressing to control thatch/organic matter accumulation and in turn maintain a smooth, dense turf cover and firm surface condition may also be required.

Collar Edging – The interface between the outside edge of the putting greens and the collars should be mechanically edged at least every two weeks throughout the growing season to

prevent bermudagrass encroachment. The bermudagrass stolons should be subsequently removed by hand. Furthermore, the edging, mowing and maintenance programs should be completed in a manner to preserve the size and shape of the putting greens, collars and tees.

(3) **FAIRWAYS**

Overview: Through the fairways, a smooth uniform turf cover with well defined perimeters and that provides support of the golf ball for play should be maintained. The repairing of the fairway divots will be required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain an acceptable (80% to 90%) level of weed control. Due to constant management plan, which includes the specific materials, active ingredient, application rate and application timing, should be submitted annually by the contractor for review and approved by an official representative of the City. Given the potential for turf damage by mole crickets, the plan should include treatment of a minimum of 100 acres of primary play area with an insecticide such as fipronil or it's equal.

Mowing Equipment – Self-contained five-gang mowers with hydraulically operated reels.

Mowing Frequency – Three times per week when sustained turf growth is maintained a clean presentation through the fairways.

Height of Cut – During the late spring, summer and early fall, the fairways should be maintained at a height of cut of 0.50-inch. As the growth rate of the turf begins to slow down in the latter part of the fall and in response to cooler temperatures, the height of cut should be raised to 0.65 to 0.75 inch.

Growth Regulator – Use of a turfgrass growth regulator such as trinexapacethyl, with treatments being conducted on an every four seek interval from April through October, is strongly encouraged. With employment of a treatment program a mowing frequency of two times per week or sufficient that no more than 1/3rd of the total leaf surface area is removed in allowable. Including the approach areas of the putting greens and tees in the fairway treatment program would also be encouraged; however, a mowing frequency of three times per week should still be employed for the proper presentation.

Cultural Management Practices – The fairways and immediately adjacent perimeter roughs are to be core aerified two to four times during the summer to alleviate soil compaction and control annual thatch/organic matter accumulation. Supplemental core aeration or deep slicing of areas that experience very concentrated cart traffic may also be required. Verticutting of the fairways should be performed annually and this can be either a single severe or deep replication, or a series of lighter less disrupted recoplications. Along with the maintaining of proper thatch levels through the fairways verticutting is needed to produce and maintain a dense uptight shoot growth character. To further aide in maintaining proper fairway conditions and prevent excessive grain, strait, diagonal and circle cutting mowing patterns should be routinely using and alternating basis.

(4) **PRIMARY ROUGHS PUTTING GREEN AND TEE SURROUNDS**

Overview: The primary rough immediately adjacent to the fairways and 10 to 20 yards wide, along with the surrounds of the putting greens and tees should be mowed routinely to provide a uniform, clean and neat presentation along with an appropriate but not excessively penal character for average to high handicap golfers. Pest management programs for the putting green and tee surrounds should be sufficient to maintain a level of control comparable to the fairways proper.

Mowing Equipment– Pull-behind multiple rotary deck or gang reel mowers plus rotary trim mowers.

Mowing Frequency – When sustained turf growth is occurring the primary rough, putting green and tee surrounds should be mowed two times a week or a sufficient frequency so that the turf does not exceed a height greater than 1.5-inch. The remaining rough outside of these areas should be mowed at least once per week when sustained growth is occurring.

Height of Cut (effective) – 1.25 to 1.50-inch.

Cultural Practices – Ideally, the core aeration program of the fairways should be extended out to include the primary roughs, putting green and tee surrounds. Here to, supplemental core aeration or deep slicing to alleviate the buildup of soil compaction in locations where concentrated traffic occurs should be performed to prevent turf thinning or loss. In place of verticutting, the primary rough areas and surrounds should be scalped down to a height of cut of 1.0-inch or slightly lower annually in the late spring to early summer.

(5) **BUNKERS**

Overview: The bunkers will be maintained to provide a clean, well defined, weed-free presentation along with a reasonably consistent play character with each bunker through the golf course. A minimum sand depth of 4-inches should be maintained in the base of the bunkers. It is preferred but not mandatory that rakes be placed outside of the bunkers and parallel to the line of play.

Raking Frequency – All greenside bunkers will be raked three times per week and the fairway bunkers will be raked once per week using mechanical sand rakes. When mechanical raking is not scheduled, all of the bunkers will be visually checked and spot touch up hand raking performed as needed.

Edging – Mechanical edging of the bunker perimeters should be performed as needed throughout the year so that the margin of the hazard is always well defined. During the summer, occasional chemical edging with a non-selective herbicide will be allowed as long and this can be performed without causing excessive turf kill around the perimeters of the bunkers.

Perimeter Mowing – Any perimeter turf areas that cannot be cut as part of the routine mowing frequencies will need to be regularly mowed using a “fly-mow” type unit or string head trimmer to maintain a manicured appearance at all times. When sustained turf growth is occurring during the summer, a mowing frequency of once per week can be necessary.

Sand Depth – The depth of the bunker sand will be checked two times per year and the sand redistributed as needed to maintain approximately 4-inches of material in the base of all of the bunkers.

(6) **PRACTICE AREAS**

Overview: Practice putting greens will be maintained so that the same condition and quality as the regular putting greens is provided. Natural turf practice tee areas will be maintained to provide a similar condition as the golf course fairways.

(7) **FERTILIZATION**

Overview: Fertilization of the putting greens, tees, fairways and roughs will be performed in accordance with Best Management Practices and based on annual soil and irrigation water quality test results. Soil samples shall be taken from nine representative putting greens, tees and fairways in the spring and fall of each year. In order to have a historical perspective and develop a database of soil fertility, it is requested that an odd and even hole sampling format be used. The samples shall be submitted to a chemical soil testing laboratory for analysis of nutrient content including: Phosphorus, potassium, calcium, sulfur, magnesium, zinc, manganese, copper, iron and boron. Additional properties that shall be tested include: PH, soluble salts (EC) and cation exchange capacity (CEC). The results of the soil tests will then be used to formulate the fertilization program on the basis of maintaining sufficient levels of available nutrients (SLAN) in the soil.

A representative sample of the irrigation water shall also be submitted annually for analysis. The test shall include an analysis for soluble salts (TDS or ECw), sodium absorption ratio (SAR), pH carbonate and bicarbonate levels.

The contractor is required to submit a copy of the soil test results along with a proposed annual fertility program to the City during the 1st quarter of each year. The quantity of phosphorus, potassium, magnesium, calcium, sulfur, soil amendments and micronutrients shall be based on the result of the bi-annual soil tests. The timing and application of nitrogen shall be based on the turf cultivar and use of the intended area (i.e. putting green, tee, fairway or rough). The goal is to support sustained healthy growth and consistent proper playability while at the same time maintaining a reasonable color plus resistance to pest and weed invasion. Based on hosting heavy play on a year round basis, the following nitrogen fertilization rates would be suggested:

Putting Greens – 8 to 12 pounds of actual nitrogen per 1,000 square feet per year.

Tees - 8 to 10 pounds of actual nitrogen per 1,000 square feet per year.

Fairways – 6 to 8 pounds of actual nitrogen per 1,000 square feet per year.

Roughs – 4 to 6 pounds of actual nitrogen per 1,000 square feet per year.

With the putting greens and tees, a combination of granular and liquid fertilizer formulations can be used in a “spoon feeding” program and depending on the materials utilized, applications made on an every 7 to 21-day interval. For all bermudagrass fairway and primary rough areas, bulk granular fertilizer formulations should be used with the majority of the nitrogen being in a slow-release form. The nitrogen release rate will need to be taken into consideration in determining application frequency. Supplemental fertilization will need to be performed as needed to reestablish full dense turf coverage in weak or damaged locations. Based on soil test results, other amendments may be required to maintain a soil pH in the range of 6.0 to 7.0 and facilitate leaching of salts out of the rootzone.

(8) **IRRIGATION**

Scheduling – The automatic irrigation system shall be monitored and adjusted daily according to the needs of the turf and changes in weather patterns. The goal should be to promote healthy turf growth and dry, firm playing conditions with minimal wet spots.

Hand Watering – Hand watering shall be accomplished as needed on a daily basis to address any localized dry spots on the putting greens and tees.

Irrigation System Maintenance and Repairs – Downstream of the pressure regulating valve, the contractor will be responsible for maintaining and repairing the irrigation system, including, but not limited to: controllers, heads, isolation valves, satellites, master controller, wiring, hydraulics, etc.

(9) **PEST MANAGEMENT**

General pest management standards are covered in the individual putting green, tee, fairway and rough sections. It is understood that pest pressure is very high in South Florida and also that eradication of weeds and other pests is economically and environmentally impossible. However, with the putting greens it is again required that a weed-free condition be maintained and also appropriate preventative treatments be conducted so that turf damage and loss due to insects and diseases does not occur. Through the rest of the primary play areas, maintaining 85% to 90% control of pests is desired and considered an acceptable level. A pest management plan must be submitted annually to the City.

(10) **EQUIPMENT MAINTENANCE AND REPAIR**

The contractor will be responsible for preventative maintenance in accordance with all manufacturer guidelines and repair of the equipment. The equipment technicians are required to attend manufacturer workshops and seminars to stay up to date on the latest trends and repair of equipment. An equipment maintenance and repair log will be maintained and available for review on a monthly basis by the City's representative.

A list of current golf course maintenance equipment fleet is found as exhibit "A".

(11) **CART PATHS**

All cart paths shall be mechanically or chemically edged as needed to maintain a neat appearance and definitive lines. Debris and overhanging branches shall be attended to on a daily basis.

(12) **SERVICE**

In addition to changing of hole locations and tee marker positions as described in the putting green and tee sections, the contractor is responsible for all trash removal and servicing a ball washers on the course. The ball washer soap will be changed at a minimum of once per week during the entire year. Replacement of all tee and putting green supplies will be responsibility of the contractor.

(13) **DEBRIS**

When the golf course is open for play, any vegetation debris or trash will be picked up. The debris will be hauled to the appropriate areas of disposal. Disposal of debris off of the golf course property will be the responsibility of the City.

(14) **MAINTENANCE RECORDS**

Accurate maintenance records shall be kept by the superintendent and furnished to the City by the first day of each month.

Weekly Records – A weekly checklist shall be developed to record the frequency of mowing operations, vertical mowing, changing of holes and tee marker locations, as well as notations of any special problems.

Monthly Records – Monthly records shall include a list and description of any special projects completed on the golf course, a list of repairs, the irrigation system report and a detailed report of fertilizers and pesticide applications.

Annual Maintenance Plan – The contractor shall formulate an annual maintenance ce plan that includes scheduled dates for core aeration, broad-scale pesticide application (e.g. pre-emergent or post-emergent herbicide applications) and any other duties that will result in significant disruption to the golf course. The plan shall be coordinated with the annual tournament schedule to avoid conflicts. The plan shall be flexible; however, maintenance programs should have priority over tournament schedules.

(15) **PERSONNEL**

Superintendent – The contractor shall maintain a full-time GCSAA Class A superintendent on site during normal working hours to direct and supervise the maintenance staff. The superintendent shall also maintain a current Pest Control Applicators License and directly supervise the application of all fertilizers and pest control materials. Maintenance of all records and pesticide use reports are the responsibility of the superintendent, a copy of which shall be submitted monthly to the City’s representative.

Staff – The contractor shall also provide a well-trained and experienced staff to perform the duties and functions of the maintenance contract. All work shall be performed in accordance with industry standards and applicable safety regulations. All maintenance work shall be performed so as not to unduly disturb golfers.

(16) **LANDSCAPE AREAS**

All areas within the perimeter of the gold course planted with ornamentals and having a definable border.

Clean-up – The golf course and clubhouse areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control – All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means. Any area that has been chemically treated for weed control must have any unsightly dead vegetation removed.

Flower Beds – Annual flowerbeds will be planted with appropriate plant material to provide a vibrant color display around the clubhouse, clubhouse entrance and its containers near the clubhouse and other specified beds. The golf course beds shall receive four plantings of annuals. The planting schedule shall coincide with the schedule set forth in the Landscape Specifications for Pompano Beach Municipal Golf course.

Edging – The contractor shall neatly edge the trim around all plant beds, curbs, streets, trees, plant buildings, etc., and maintain the shape and configuration of all plantings. All walks, drives, cart paths, and parking lots shall be immediately blown or vacuumed following edging. All paved areas and walks (hardedges) shall be edged as needed.

String Trimming –Areas inaccessible to mowing machinery shall be maintained with string trimmers, fly-mos or chemical means as environmental conditions permit. Extra care will be given when trimming around wooden or painted signs to minimize damage to the City’s property.

Fertilization – Plant beds, shrubs, woody-ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10 with a good minor nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control – Plants will be treated chemically as required to effectively control insect infestation and disease as horticultural and weather conditions permit. The contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Services. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Mulching – All stipulated beds shall be maintained with a 3-inch layer of mulch. Mulch material shall consist of premium grade cypress bark mulch. Pine straw mulch may be used for slope beds where bark mulch may wash out. Any other material must first be approved by the City.

(17) **LANDSCAPE MAINTENANCE (NON-GOLF AREAS)**

Clean-Up – The golf course, clubhouse, and parking areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control – All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means.

Trimming – Plant material fifteen (15) feet tall or less (trees, shrubbery and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind and insect damage. Trees taller than fifteen (15) feet including palm trees will be pruned, as necessary, under a separate agreement. Trees shall be pruned of all sucker growth and small horizontal branching (3 feet branch diameter or less) to a height of eight (8) feet from the ground, for clearance of mowing equipment and golf cart traffic. The structure and shape of trees being pruned or trimmed shall be given first consideration for horizontal branch pruning.

Fertilization – Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10 with a good minor nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control – Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Service. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Flower Beds – Annual flowerbeds will be planted with appropriate plant material to provide a constant vibrant color display at the clubhouse entrance and in containers near the clubhouse.

Mowing – St. Augustine turfgrass areas will be mowed with a rotary mower approximately forty-six (46) times per year. Bermudagrass areas will be mowed with a reel mower at a frequency

that provides a continuous detailed manicure look. Edging, trimming and clean-up will accompany the mowing operation.

(18) **ADDITIONAL MAINTENANCE AREAS**

Golf Course Supplies and Services Islands – The contractor will be responsible for all replacement of flag sticks, flags, cups and tee markers. The contractor will not be responsible for damage or replacement of these items caused by acts of vandalism and/or theft.

Restroom and Shelter Maintenance – All on-course restroom and clubhouse facilities are to be cleaned and resupplied with soap, towels and other supplies for normal operation on a daily basis each day the course is open for play. The contractor shall provide these supplies at no cost to the City. Facilities must be cleaned daily by mopping and scrubbing with soap and disinfectants, all floors, sinks, toilets and urinals. Mirrors shall be polished and water fountains cleaned and kept free of litter. Insect nests and webs shall be removed from ceilings, walls, louvers, screen doors and windows during each clean up. The City shall provide all fixtures, mirrors, trash receptacles, paper towel and toilet tissue dispensers as required to maintain the restroom facilities.

Rain Shelters – Rain shelters shall be kept free of debris and swept clean as required to maintain a clean and healthy environment. Trash receptacles in shelters and restrooms shall be emptied on a daily basis and a new trash can liner installed in the trash receptacle.

(19) **UTILITIES**

The contractor shall be responsible for all utilities, including electrical, power, water, telephone, fax lines, etc. to the maintenance facility.

C. REQUIRED PROPOSAL SUBMITTAL

Submit one (1) original unbound copy of the proposal. The proposer must submit eight (8) original copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

Licensing and Registration:

Submit licensure and registration information that the Proposer is in good standing and authorized to do business in the State of Florida and the City of Pompano Beach.

Return all RFP pages, initialed where indicated.

GUIDELINES FOR SUBMISSION OF REQUIRED INFORMATION

1. ***Eligibility:*** To be eligible to qualify as a participant in this project, the following minimum requirements must be met:
 - a. The firm must be regularly engaged in the profession of Golf Course Maintenance and have demonstrated successful experience in golf course management in warm season turf grass environments.
 - b. The firm must clearly indicate the expertise and facilities to service the City of Pompano Beach as outlined in the RFP.
 - c. The firm must include a professional Golf Course Superintendent who also possesses a minimum of three (3) years proven experience in golf course maintenance management in warm season turf grass environments.

2. ***Evaluation of proposals:*** Evaluation will be conducted by a Selection/ Evaluation committee. Following review of the proposals received, the proposers may be requested to make an oral presentation to the committee, further expanding on their ability to carry out this program.

3. **Submission of a Proposal:** Each proposal shall be prepared simply and economically, providing a straight forward, concise delineation of the firm's capabilities to satisfy the requirements of the RFP. Fancy bindings, colored displays and promotional material are not desired. However, technical literature may be included in the firm's proposal. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that contractors follow the format and instructions contained herein.
4. **Total Operating Budget** - The proposal response must include an Operating Budget and Staff Chart page for each year of the five (5) year contract. (Included as attachment A & B)
5. **Experience** - A summary of proposers experience for similar services of a similar size golf course and experience of proposers staff members (including resumes) for which the Golf Course Maintenance firm has provided similar services for the preceding five (5) years.
6. **The following schedules must also be submitted:**
 - (1) **Greens** fertilization schedule to show application rates and analysis based on soil tests that will be provided to the vendors.
 - (2) **Tee** fertilization schedules.
 - (3) **Fairways, Bermuda grass roughs and Slopes** fertilization schedules.
 - (4) Complete **weed control program**, both pre- and post-emergent.
7. **Proposers Responsibilities**
 - a. Proposers are required to return their proposals signed by a representative who is authorized to contractually bind the firm.
 - b. Proposers shall submit their proposals to the Purchasing Division on or before the date and time indicated.
 - c. Proposers shall submit all prices in the format specified in the RFP.
 - d. The proposer shall examine the RFP carefully.

Ignorance of the requirements will not relieve the firm from liability and obligations under the contract.
 - e. The City shall not be liable for any costs incurred by proposers responding to this RFP.

D. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

The City will evaluate all proposals to determine which proposal best meets the needs of the City, based on the criteria listed below. The award will be based on a review of all the information submitted, plus a review of references submitted, and certain objective and subjective considerations as follows:

<u>FACTOR</u>	<u>POINT RANGE</u>
1. <i>Understanding of the Project</i>	0 - 5
Proposals will be evaluated against the questions set out below:	
a. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?	
b. How well has the proposer identified pertinent issues and potential problems related to the project?	
c. Has the proposer demonstrated that it understands what the City expects the vendor to provide?	
d. Has the proposer demonstrated that it understands the schedules proposed by the City for the various functions required?	
2. <i>Organization of the Firm</i>	0 - 15
Proposals will be set out against the questions set out below:	
a. Has the proposer adequately described the size, structure and organization of the firm?	
3. <i>Experience and Qualifications</i>	0 - 30
Proposals will be set out against the questions set out below:	
a. Do the individuals assigned to the project have experience on similar size projects?	
b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?	
c. How extensive is the applicable education and experience of the personnel designated to work on this project?	
d. How knowledgeable are the proposer's personnel of golf course maintenance management in warm season turf grass environments?	
4. <i>Ability to Perform/Management Plan</i>	0 - 25
Proposals will be evaluated against the questions set out below:	

- a. Does the management plan (staffing, etc.) support all of the project requirements and logically lead to the results required in the RFP?
- b. Is accountability completely and clearly defined?
- c. Is the organization of the project team clear?
- d. Does the management plan illustrate the lines of authority and communication?
- e. To what extent does the proposer offer alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- f. Is the proposal practical and feasible ?
- g. Have any potential problems been identified?
- h. Is the proposal submitted responsive to all material requirements of the RFP?

5. **Total Financial Package** 0 - 25

Proposals will be evaluated against the information provided on Attachments A & B.

TOTAL MAXIMUM POINTS: 100

The following formula will be used to Convert Financial Package to Points:

The distribution of points based on the Total Financial Package will be determined by allocation of the maximum number of points allocated to Evaluation Criteria #5. The point allocation for the Total Financial Package on the other proposals will be determined through the method set out below:

(Financial Package of Lowest Cost Proposal)
 Divided by _____ X (Maximum Points for #5)

(Financial Package of Each Higher Priced Proposal)

This RFP allowed 25 points of the total of 100 points for cost.

The lowest Total Financial Package proposal receives 25 points.

For example purpose, four (4) responses are received to this proposal. The Total Financial Package costs ranking from low to high are as follows:

Proposer #1:	\$800,000.00 Grand Total for Five (5) Years
Proposer #2:	\$876,500.00 Grand Total for Five (5) Years
Proposer #3:	\$912,680.00 Grand Total for Five (5) Years
Proposer #4:	\$962,000.00 Grand Total for Five (5) Years

Proposer #2 receives 22.8 points: \$800,000 divided by \$876,500 X 25 = 22.8 points

Proposer #3 receives 21.9 points: \$800,000 divided by \$912,680 X 25 = 21.9 points

Proposer #4 receives 20.8 points: \$800,000 divided by \$962,000 X 25 = 20.8 points

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

E. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

F. Insurance

The Proposer shall not commence operations, labor, construction and/or installation of improvements to complete this project, pursuant to the terms of this agreement, until certification or proof of insurance, detailing terms and provisions of coverage, have been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Public Liability, Auto Liability, Excess Liability & Professional Liability Errors & Omissions Insurance

- 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
- 2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below.

LIMITS OF LIABILITY			
Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	Comprehensive Form		
XXXX	Premises - operations Bodily Injury	\$200,000.	\$300,000.
_____	Explosion & collapse hazard Property Damage	\$200,000.	\$300,000.
_____	Underground hazard -- or --		
_____	Products (if items are sold) Bodily Injury and		
XXXX	Contractual insurance Property Damage		
_____	Liquor legal (if items are sold) Combined	\$200,000.	\$300,000.
XXXX	Independent contractors		
_____	Personal injury Personal Injury	\$200,000.	\$300,000.

AUTOMOBILE LIABILITY			
	Bodily Injury		
XXXX	Comprehensive Form (each person/ each accident)	\$200,000	\$300,000.
XXXX	Owned Property Damage \$200,000.	\$300,000.	
XXXX	Hired -- or -- Bodily Injury and		
XXXX	Non-owned Property Damage combined	\$200,000.	\$300,000.

EXCESS LIABILITY			
	Bodily injury and		
XXXX	Umbrella form Property damage		
_____	other than umbrella Combined	\$1,000,000.	\$1,000,000.

PROFESSIONAL LIABILITY			
XXXX	Professional Liability		
	Errors & Omissions	\$1,000,000.	\$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.

G. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

H. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

I. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

J. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

K. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

L. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the

contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

M. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

N. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

O. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

P. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

Q. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

R. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

S. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity with Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

T. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

U. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

Golf Course Equipment Fleet Inventory - Exhibit A

Mfr. - Equipment Name	Type	Model - Serial
Greensmower	ToroGM3150-Q	290000302
Greensmower	ToroGM3150-Q	290000171
Tee Mower	ToroGM3150-Q	311000305
Tee Mower	ToroGM3150-Q	311000286
Greensmower	ToroGM3250-D	2100000156
Greensmower	ToroGM3250-D	200000989
Greensmower	ToroGM3250-D	220000143
Greensmower	ToroGM3250-D	220000380
Greensmower	John Deere 2500-A	TC250AD020192
Fairway Mower	Toro 5510	290000384
Fairway Mower	Toro 5510	290000370
Slope Mower	Toro GM3500-D	310000535
Slope Mower	Toro GM3500-D	310000554
Rough Mower	Pro-Flex PF120	112715
Rough Mower	Pro Flex PF-120	7271205
SandRake	JohnDeere 1200-A	TC1200A135151
SandRake	Toro 5040	311000152
SandRake	Toro 5040	311000155
Loader	JohnDeere 5310	LV53105133815
Tractor	JohnDeere 4600	LV4600C360073
Tractor	JohnDeere 5310	LV53105133816
Tractor	John Deere4610	LV4610C264016
Sprayer	Toro MP1250	240000119
Sprayer	Toro MP1250	80111
Clubcar	Carry-All 252	ZG0937-05314
Clubcar	Turf 2RXT	XG0415382449
Clubcar	Turf-2	RG012426807
Clubcar	Turf-2	RG012426830
Clubcar	Turf-2	VG0036929798
Clubcar	Turf-2	RG9912752731
Clubcar	Turf-2	RG9904742244
Clubcar	Carry-All	VG0036929799
Clubcar	Turf-2	RG9847715814
Clubcar	Turf-2	RG9912757727
Clubcar	Carry-All	RG9847715816
Gator	JohnDeere	18050
WorkMan	Toro	311000122
Topdresser	Toro2300	60909
Topdresser	Terratopper	90189952175
Rotary Mower	Toro GM328-D	310000115
Rotary Mower	Toro 325-D	210000108
Z400 Mower 48"	Toro	74444
Aerifier	JohnDeere 1500	30403
CoreHarvestor	Cushman	894754R99031094
Aerifier for Fwys.	Bannerman	B6000ST621107

PROPOSAL SIGNATURE PAGE
RFP W-46-12, GOLF COURSE MAINTENANCE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed): _____ Title: _____

Company (Legal Registered): _____

Federal Tax Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Email: _____

Signature: _____ Date: _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No.: _____ Date Issued: _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____