

VILLAGES OF RENAISSANCE MASTER ASSOCIATION
April 4, 2012

Request for Proposal For The Following Services

Annual Tree Pruning



PART 1 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

Villages of Renaissance Master Association invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a service agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

April 4, 2012

THE PROJECT:

Project Name: Villages of Renaissance Master Association
c/o Association Services of Florida
10112 USA Today Way
Miramar, FL. 33025

Project Address: Pembroke Road and Hiatus in Pembroke
Miramar, FL (1800 Renaissance Blvd., Miramar,
FL 33025)

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted in writing via fax or e-mail to the following contact:

Name: Association Services of Florida
Address: 10112 USA Today Way, Miramar, FL. 33025
Contact: Ron D'Oria
Contact Phone: 954-922-3514 ext. 3022
Contact Fax: 954-922-9199
Contact E-Mail: rdoria@associaflorida.com

Questions may not be submitted by telephone. All questions must include: Contractor's name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid date and time. Questions submitted after that time shall not be addressed.

SUBMISSION OF PROPOSALS:

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. Any missing information will automatically disqualify Bidder.

All proposals must remain in effect for at least 30 days from submittal. Association Services of Florida has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

Proposals must be submitted by 12:00 P.M., April 27, 2012 in order to be considered. Proposals received after that date will be disqualified.

CONTRACTOR INFORMATION

Association Services of Florida may request additional information, samples, or presentations in support of proposals. Additionally, Association Services of Florida may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

PART 2 - GENERAL CONDITIONS

SCOPE OF WORK

The Tree Pruning Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the work areas in an attractive condition throughout the contract period.

The intent is to maintain a Class A appearance of the property as determined by Owner. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by Customer.

In addition, there is a shared entry at Red Road and Renaissance Boulevard. Work incurred under this agreement shall also be invoiced separately and identified as shared entry.

Upon award of bid, contractor may post signs for the duration of the project to solicit residents who may want to request pruning services. The expense of this is separate from this agreement and is provided as a courtesy to Contractor to provide pruning to residents at a cost savings.

DURATION OF AGREEMENT

The term of the agreement shall be for the duration of the pruning awarded and shall be completed no later than July 1, 2012.

QUALITY CONTROL

All pruning shall be performed by qualified arborist (ISA Certified Arborist or Tree Worker). At no time shall the contractor be allowed to sub-contract any part of the work listed herein.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of (1) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
 2. Maintains a permanent place of business, with a minimum of five (5) years in business.
 3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
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~~4. Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.~~

5. Has a documented safety program with a history of satisfactory past performance.

6. The Contractor for work under this section shall be licensed by the State of **Florida** provide pruning services as requested.

7. Supply a reference list of 5 current customers.

a. List property reference size, years of service and contact name and number

DRESS CODE

For the purpose of employee identification for all personnel working on the Owner's property, the Contractor shall be required to provide uniforms such as: vests, shirts and hats or other Owner approved method of employee identification. All personnel shall present a neat, clean appearance.

SUPERVISION

The Contractor or a representative from his or her company shall be on the project site to personally supervise all work. The Contractor or Contractor's representative shall be a competent person who can communicate in English, both orally and in writing, with the Owner and/or Owner's Representative.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such insurance shall be in the amounts stated below.

1. Worker's Compensation Insurance:

a. As required by State of locale of the Project for all of the Contractor's employees engaged in work associated with the Project.

Minimum

EL Each Accident \$1,000,000

E.L. - EA Employee \$1,000,000

E.L. Disease \$1,000,000

2. General Liability Insurance:

Minimum

Each Occurrence \$1,000,000

Damage to Rented Premises (ea occurrence) \$50,000

Med EXP (Any One Person) \$5,000

Personal & ADV Injury \$1,000,000

General Aggregate \$2,000,000

Products – Comp/OP AGG \$2,000,000

A. Umbrella Liability

Minimum

Each Occurrence \$1,000,000

Aggregate \$1,000,000

General Liability Certificate must state on form it covers Tree Trimming, Pesticides/Herbicide

Such General Liability coverage shall include employees of the Contractor as insured's.

Auto Liability Insurance:

Minimum – Must Cover Any Auto, Hired Autos, Non-Owned Autos

Combined Single Limit \$1,000,000

Medical payments \$5,000, PIP-Basic \$10,000

Each of the policies described above shall include the Owner as an Additional Insured as respects the activities carried out under this Contract.

Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided in the bid package.

License Requirements:

Broward County Business Tax for Tree Trimming

Broward County Tree Trimming License – Arborist on staff a plus

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to the Owner, for services upon completion. 50% shall be due and payable upon completion with the balance due within 30 days. Contractor shall outline as a segregated summary the cost for pruning in the shared entry on Red Road.

The Owner shall give prompt reply to all questions or requests of the Contractor pertaining to the Project; and shall promptly approve or reject all Contractor submittals. The Owner shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

CODES AND STANDARDS

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction.

Comply with all Federal and State Department of Agriculture regulations for pest control which, in general, require that Contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, the Customer must cooperate by providing him with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Customer shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the Customer to arrange a schedule of services and shall continue coordination at intervals set forth by the Customer.

The Customer shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the Customer shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.



PART 3 - PRUNING SERVICES

Objectives

Balance tree canopies along Renaissance Blvd and around the perimeter along Red Road, Hiatus and Pembroke Road to recover their natural appearance. This is to lift and selectively prune tree canopy's that are on the homeowner side of the Ficus hedge. Trees between sidewalk and 2' past ficus hedge should be included.

Selectively prune for street light clearance. Remove tree canopy on both sides of streetlights, away from the road to allow better light dispersion.

Water-sprouts should be reduced. Water-sprouts often appear from latent or adventitious buds after excessive or improper pruning. They have very weak attachment to the trunk and can create potentially dangerous condition in the future. See Photograph Section for clarification.

Juvenile trees with a trunk less than 3" in diameter or less than 15' in height should be structurally pruned to emphasize "one central leader". It is important to structurally prune juvenile trees to promote natural shape and structural integrity at an early age.

Palms should be pruned to a 9am-3pm position as it relates to the hands of a clock in accordance with Broward County Ordinance. All brown fronds, fruit and flowers should be removed.

Remove all dead palms over 12' tall in common areas and around the perimeter of the property. Perimeter is identified as up to the homeowner chain link fence.

Pruning techniques

Pruning cuts shall be in accordance with ANSI A300 pruning standards.

General

Preference will be given to firms who have at least one certified arborist on their staff. Certification is through the International Society of Arboriculture, Savoy, IL. A certified arborist shall be on site at all times during work activities.

Violation of these procedures and techniques could result in termination of you contract without payment.

All debris shall be removed from the site at the completion of the job.

Tree Species Identified:

(This proposal does not include trees below 12' tall.)

Hardwoods

Live Oak	Green Buttonwood	Black Olive
Pink Tabebuia	Silver Buttonwood	Pongam
Maple	Mahogany	Southern Magnolia
Gumbo Limbo	Bottle Brush	Oleander (that has a combined height over 12')

Palms

Sabal Palm	Coconut Palm	Reclinata Palm	Royal Palm	Queen Palm
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Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

During the season when cuts are less frequent, during winter months, they should make a pass through on the between weeks to pick up palm fronds and landscaping debris.

PART 4 - MISCELLANEOUS PROVISIONS

CUSTOMER RESPONSIBILITIES AND RIGHTS

The Customer shall facilitate the Contractor's Services Program by providing access to the Project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct pruning services.

MISCELLANEOUS CONTRACT PROVISIONS**ARBITRATION**

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Customer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

During the pruning services period, (5) days notice shall be required for termination of this agreement.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below.

Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the locale of the Project Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.



PART 5 - B I D F O R M S

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable pruning Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the pruning services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

**Type of Organization: Corporation,
Partnership, Proprietorship**

SEAL:

(if corporation)

BIDDER QUALIFICATIONS:

In order to qualify for the work on this Project, bidders must submit all information requested.

INSURANCE REQUIREMENTS:

SUBMIT A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE AGENT OR INSURANCE COMPANY THAT EVIDENCES YOUR COMPANY'S ABILITY TO OBTAIN THE FOLLOWING MINIMUM INSURANCE REQUIREMENTS. ATTACH AND LABEL AS LISTED IN SERVICE AGREEMENT.

STATE OF FLORIDA CORPORATION, BUSINESS TAXES AND LICENSE:

SUBMIT WITH BID ALL COPIES OF LICENSES AND BUSINESS TAXES IN BID PACKAGE

REFERENCES

Complete and submit the following for (5) projects including one with similar complexity as the project specified.

List each project:

Name of Project:

Address of Project:

Contact Person:

Telephone Number:

Email:

Annual Pruning Bid \$_____ (including Shared Entry)

Shared Entry Allocation \$_____

Other Remarks:
