

Rivers Edge, Rivers Edge II & Rivers Edge III Community Development Districts

July 8, 2022

Board of Supervisors

Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts

Call In # 1-800-264-8432; Passcode 653314

Dear Board Members:

A joint special Board of Supervisors meeting of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts is scheduled for **Friday, July 15, 2022 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Consideration of Options for Filed Bid Protest – Filed Against CDD 1, CDD 2 and CDD3
 - A. Consideration of Moving Forward with Contesting Bid Protest
 - B. Consideration of Resolution Rejecting All Bids Pursuant to District Rules of Procedure
 - C. Consideration of Resolution Authorizing the Issuance of RFP for Landscape Maintenance Services
- IV. Other Business
- V. Adjournment

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2022-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT REJECTING THE PROPOSALS RECEIVED IN RESPONSE TO ITS REQUEST FOR PROPOSALS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities within and without its boundaries, including landscape and irrigation improvements; and

WHEREAS, the District has solicited proposals from contractors interested in providing landscape and irrigation maintenance services (the “Services”); and

WHEREAS, the District’s Board of Supervisors (the “Board”) received and evaluated proposals from landscape maintenance companies interested in providing the Services; and

WHEREAS, the District’s Board of Supervisors hereby determines it is in the District’s best interests to reject all proposals received in response to its Request for Proposals for the Services, consistent with the District’s adopted Rules of Procedure and provide notice thereof to the proposers.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby determines that it is in the best interests of the District to reject the proposals received for the Services, consistent with the District’s adopted Rules of Procedure.

SECTION 3. The Chairman and District Staff are hereby authorized to give notice of this decision to the proposers to the extent required by law.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July, 2022.

ATTEST:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

C.

RESOLUTION 2022-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rivers Edge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain various public improvements, including landscape and irrigation improvements; and

WHEREAS, the Board of Supervisors (“Board”) has determined it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (“RFP”) process for landscape and irrigation maintenance services within the District (the “Project”); and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**. The Board further authorizes the Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July, 2022.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Composite Exhibit A: RFP Notice
Instructions to Proposers
Evaluation Criteria

COMPOSITE EXHIBIT A

**REQUEST FOR PROPOSALS (“RFP”)
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT,
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, AND
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
AND NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES**

St. Johns County, Florida

Request for Proposals

Notice is hereby given that **Rivers Edge Community Development District (“Rivers Edge I”)**, **Rivers Edge II Community Development District (“Rivers Edge II”)**, and **Rivers Edge III Community Development District (“Rivers Edge III”** and, all districts together, the **“Districts”**) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services for property within the Rivers Edge I, Rivers Edge II, and Rivers Edge III.

The project manual (**“Project Manual”**) will be available for public inspection and may be obtained beginning on July 21, at 9:00 a.m. (EST) (**“Proposal Pick-Up Time”**) by e-mailing the District Manager, Marilee Giles, at mgiles@gmsnf.com, with a copy to chogge@gmsnf.com, with the subject line “Rivertown RFP Request for Project Manual.”

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on August 4, 2022 at **10:00 a.m. (EST) at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259**. Firms desiring to submit proposals must submit one (1) original and one electronic copy on a thumb drive of the required proposal no later than **August 31, 2022, at 12:00 p.m. (EST) at 475 West Town Place, Suite 114, St. Augustine, FL 32092, Attention: Marilee Giles**. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal.

Failure to attend the mandatory pre-proposal meeting as specified may disqualify the proposer, in the Districts’ discretion. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall clearly identify the project as “Rivers Edge I, II, and III Community Development Districts Landscape and Irrigation Maintenance Services Proposal.” Proposals may be either mailed or hand-delivered. No facsimile, telephonic, e-mailed, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal may not be considered in the Districts’ discretion but can be claimed by the owner within ten (10) calendar days of the submittal deadline, or if not retrieved within the aforementioned timeframe, may be destroyed by the Districts.

In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least five (5) years’ experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. All proposers should purchase a copy of the Project Manual prior to the pre-proposal meeting. Copies of the Project

Manual will not be available at that meeting. The Districts reserve the right in their sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those proposers who have purchased a Project Manual.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual at a noticed public meeting following the opening of the bids. Price will be one factor used in determining the proposal that is in the best interest of the Districts, but the Districts explicitly reserve the right to make such award to other than the lowest price proposal. The Districts have the right to reject any and all proposals and waive any technical errors, informalities or irregularities if they, collectively or individually, determine in their discretion it is in the best interest of the Districts to do so.

Protests

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the Districts' Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the Districts at the time of filing, a protest bond payable to the District whose decision or actions are the subject of the protest. If the protest relates to all three Districts, a separate protest bond shall be filed with each District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District Staff may approve. All bonds shall be made payable to the District to which the protest relates. If protesting multiple awards, multiple protest bonds shall be posted. Failure to post such bond(s) within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

Notice of Public Meeting for Bid Opening

A special joint meeting of the Rivers Edge Community Development District, Rivers Edge II Community Development District, and Rivers Edge III Community Development District will be held on **August 31, 2022, at 12:00 p.m. (EST) (noon) at 475 West Town Place, Suite 114, St. Augustine, FL 32092** for the sole purpose of opening the bids. No official action of the Districts' Boards will be taken at this meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting

may be obtained by contacting the District Manager, at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32259, (904) 940-5850. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when staff or other individuals may participate by speaker telephone. Any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made with respect to any matter considered at a District meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Any and all questions relative to this request for proposals shall be only directed in writing to the District Manager, Marilee Giles, at mgiles@gmsnf.com, with e-mail copies to Jennifer Kilinski at jennifer@kelawgroup.com. Telephone inquiries will NOT be accepted.

I. INSTRUCTIONS TO PROPOSERS

**RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance Services
St. Johns County, Florida**

Date/Time (EST)	Event
July 21, 2022	RFP Advertisement Published
July 21, 2022, 9:00 a.m.	Project Manual Available for Download
August 4, 2022, 10:00 a.m.	Mandatory Pre-Bid Meeting
July 21, 2022 – August 23, 2022	Site Available for Inspection
August 23, 2022, 5:00 p.m.	Deadline for Questions/RFI
August 31, 2022, 12:00 noon	Proposals Due/Opened

Instructions to Proposers

SECTION 1. DUE DATE AND SUBMISSION. Sealed proposals (including one (1) original and one (1) electronic copy on a thumb drive) must be received no later than May 11, 2022, at 12:00 p.m. (EST), at 475 West Town Place, Suite 114, St. Augustine, FL 32092, Attention: District Manager. Proposals will be publicly opened at that time. Proposals shall be submitted in a sealed, opaque package and shall be labeled with the proposer’s name and “Response to RFP - Rivers Edge I, II, and III Community Development Districts Landscape and Irrigation Maintenance Services Proposal” (“Project Name”) on the front of the package. Proposals may be either mailed or hand-delivered. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the proposer’s name and the Project Name clearly indicated on the outer envelope. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on August 4, 2022, at 10:00 a.m. (EST) at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259. Proposers who do not attend the pre-proposal meeting may not be eligible to submit a proposal, in the District’s sole discretion.

SECTION 3. BID GUARANTEE. Each proposer shall submit a bid guarantee in the form of a bid bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its bid (“Bid Guarantee”). The Bid Guarantees shall be held until the time of award of contract with the successful bidder, at which time the Bid Guarantees shall be returned to all unsuccessful bidders. If the successful bidder does not enter into the Contract within the time frames set forth herein, the bidder shall forfeit its Bid Guarantee to the District.

SECTION 4. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 5. COMPLETION OF PROPOSAL FORMS. All blanks on the proposal forms must be completed in pen/ink or type written. No erasures are permitted. Do not leave any requested information blank. If a question does not apply, write "N/A" or a similar notation. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 6. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors.

SECTION 7. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 8. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services

specified herein, at the sole and absolute discretion of the District. In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least five (5) years' experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 9. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 10. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this request for proposals shall be only directed in writing to Marilee Giles at mgiles@gmsnf.com, with e-mail copies to Jennifer Kilinski at jennifer@kelawgroup.com. Telephone inquiries will NOT be accepted. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received by 5:00 p.m. on August 23, 2022, will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 11. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 12. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning July 21, 2022 at 9:00 a.m. (EST) (“**Proposal Pick-Up Time**”) by e-mailing the District Manager, Marilee Giles, at mgiles@gmsnf.com with a copy to chogge@gmsnf.com, with the subject line “Rivertown RFP Request for Project Manual.”

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 14. CONTRACT AWARD AND SERVICE AGREEMENT TERM. The Districts reserve the right to award either a single contract for providing services to all three (3) Districts,

or individual contracts for each District, based on the pricing provided by the successful Proposer. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract in substantially the form included within the Project Manual. Proposers are advised to carefully review the contract form enclosed. The contract is expected to commence on October 1, 2022, and to automatically renew for up to two additional 1-year terms in the District's discretion. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer's risk unless specifically agreed to in writing by the District.

SECTION 15. CHANGES/MODIFICATIONS TO SCOPE OF WORK. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 16. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract, to be executed within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. All proposers shall include with their proposal proof of sufficient financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide additional proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 18. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the contract form, to be executed.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 20. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.

- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. Pricing is requested for all areas together, accounting for any cost efficiencies in providing services for all areas, as well as for serving each District and the Shared Offsite Improvements individually. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.
- H. Proof of sufficient financial capability.
- I. A current Certificate of Insurance, or equivalent information, demonstrating the proposer's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract attached hereto.
- J. A list of all licenses held relative to equipment use, herbicides and pesticide applications, work in rights-of-way or other licenses and certifications that may be necessary for the performance of the work provided for hereunder.

SECTION 21. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within

seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **475 West Town Place, Suite 114, St. Augustine, FL 32259, ATTN: Marilee Giles, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 22. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 21 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District for which the protest applies. If the protest addresses more than one District award, a bond shall be filed for each District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. If the District determines it is in its best interest to reject all bids and start restart the process, it may do so in its absolute and sole discretion and the protest will be deemed resolved and the protest bond(s) returned to the protesting party. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked at a noticed public meeting based on the criteria presented in the Evaluation Criteria sheet(s) contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The Districts' Boards of Supervisors shall review and evaluate the proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the request for proposals is issued and the time the respective Boards award the

contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. If pricing for ANY line item is proposed to increase year over year, such amount shall be reflected in the pricing sheets (including but not limited to the “optional” line items, i.e. mulch). The Districts may, in their discretion, award a single contract for providing services to all areas, or award separate contracts for each District. Therefore, Proposers are asked to provide pricing for providing services for each District and the Shared Offsite Improvements individually as well as for providing services for all Districts together. The pricing for all areas together may reflect any efficiencies in providing services for all areas; the individual pricing is not required to add up to the combined pricing. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 26. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor must register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

SECTION 27. FOREIGN INFLUENCE. By submitting a proposal, the Proposer agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Proposer affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statutes*, Proposer has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statutes*.

SECTION 27. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the proposer’s proposal, but instead in the Board’s discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 28. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to a “District” shall be construed to refer to the Rivers Edge Community Development District, the Rivers Edge II Community Development District, and the Rivers Edge III Community Development District, as applicable, and each District shall be the authority for all matters concerning that District and its resulting contract; provided however, that if one contractor is selected to provide services for all areas, Rivers Edge Community Development District is expected to be the master contracting entity.

SECTION 29. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer’s authorized signature affixed to the proposal attests to this.

[End of Instructions to Proposers]

II. EVALUATION CRITERIA

RIVERS EDGE I, II, AND III COMMUNITY DEVELOPMENT DISTRICTS

REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

Proposals for the District will be evaluated based on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	25
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.	20
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.	20
5.	References Assessment of contractor's work by client references and references with demonstrated success in providing similar services. References must also indicate contractor's ability to form positive and collaborative relationships with clients and clients' staff.	5
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 20 = Total Cost Points	25
Total		100

Once proposals are received, the Districts' Boards of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the Districts and permitted to be used under law. The Districts' award will be based on the proposal that is most advantageous to the Districts.

The Districts also reserve the right to seek clarification from prospective firms on any issue in a response for the Districts, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the Districts' best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.