



RFP No. 2026 - 02

Landscape & Grounds Maintenance

Dunes Community Development District
101 Jungle Hut Road
Palm Coast, FL 32137
www.dunescdd.org

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SECTION 1: INTRODUCTION AND SCOPE OF WORK

The Dunes Community Development District (District) is seeking bids from qualified contractors to furnish all labor, supervision, equipment, and materials necessary to maintain the District's landscaping and irrigation systems needs throughout the year.

SERVICE LOCATIONS AND MAINTENANCE HOURS

Hours of Maintenance at the Dunes CDD Office and Treatment Plant Complex & Well Sites (3W, 4W, 5W): Due to security and access, the maintenance services at this complex (101 Jungle Hut Road, Palm Coast, FL) shall be performed during weekdays between 7 AM and 3:30 PM.

Hours of Maintenance at Dunes Toll Facility: Maintenance services shall be performed at this complex (5000 Palm Coast Pkwy SE, Palm Coast, FL) on weekdays between 7 AM and 3:30 PM.

Hours of Maintenance at Hammock Dunes Parkway (HD Bridge to 16th Road) & Camino del Mar (HD Parkway to A1A): Maintenance services for these roadways shall be performed during weekdays between 7 AM and 3:30 PM, and Saturdays, if necessary.

The District owns Hammock Dunes Parkway, and it is responsible for maintaining the landscaping and irrigation systems along the Parkway to the existing fence lines except for the following described areas maintained by others (see Exhibit C):

- Granada Drive entrance: the plant beds and turf on the east side of Hammock Dunes Parkway between the Hammock Dunes intersection/ entrance to 100 ft. north of Granada Drive entrance.
- Osprey Way entrance: the plant beds and turf on the east side of Hammock Dunes Parkway between the directional monument sign immediately south of the Osprey Way entrance and the fire easement located between the Parkway and the north end of Blue Heron (use the third light pole north of the intersection as the identifier).
- Discovery Center entrance: the trees and shrubs in the plant beds on the east side of Hammock Dunes Parkway extending approximately 100 feet to the north and south of the intersection of Hammock Beach Parkway (HBP) and Hammock Dunes Parkway. District is responsible for the turf immediately north and south of these plant beds.
- Northshore entrance: All trees and shrubs at the northeast and northwest corners of the intersection of 16th Road and Hammock Dunes Parkway as well as the flower bed at the southeast corner of this intersection.

REQUIRED SERVICES FOR ALL LOCATIONS

PERSONNEL AND SUPERVISION

The Contractor shall furnish all horticultural supervision, labor, materials, equipment and transportation required to maintain the landscape as specified herein. The Contractor will maintain adequate staffing to complete all contracted services throughout the year. Contractor will provide an Account Manager who will be responsible for managing District properties. Contractor must employ an Account Manager, who holds a college degree in horticulture or a minimum of five

years industry experience, to oversee the Production Supervisor and landscape personnel. Contractor will also provide a Production Supervisor dedicated to providing qualified continuous supervision of the Contractor's landscaping and maintenance staff (detail work, pruning, and weeding). Contractor will maintain adequate staffing to complete all contracted services throughout the year. A Contractor representative shall always be available via cell phone or email in case of emergency. Contractor will respond promptly to address emergency situations.

The workforce shall always be presentable by being dressed in clothing or uniforms that makes the employees identifiable to include high-visibility safety shirts and/ or vests. Contractor will supervise workforce to ensure they conduct themselves in an efficient, well-mannered, well-groomed, and workmanlike manner. Qualified personnel, at the expense of the Contractor, will promptly repair any damage to irrigation, lighting systems, valve boxes or other hard-scape improvements, resulting from maintenance, neglect or any other problem caused by Contractor's personnel. Field personnel will be equipped with all necessary supplies, tools, parts, and equipment and will be trained to perform work in a safe manner.

All work performed by Contractor will be coordinated with the District to minimize disruption and to maximize safe conditions for personnel, pedestrian and vehicular traffic on the property. The Contractor shall provide all operations as described in this Scope of Work, Monday through Friday, except as approved by the designated District representative.

SUPERVISION AND MANAGEMENT REPORTING

The Contractor will maintain a record of hours not worked due to staff turnover (unfilled staff positions) or inclement weather, and will make up for those hours, if needed, to complete the work on Saturdays. Upon request of the Designated District representative, Contractor will provide time sheets or other appropriate documents in support of hours worked.

Contractor will conduct no less than quarterly property inspections with a Designated District Representative and will complete a signed monthly performance report illustrating completed contractual requirements outlining current detail, mowing, and weeding/poling activities. Contractor will document and correct any landscaping maintenance deficiencies identified within one week and will include a status update for work requiring a longer period to accomplish.

Contractor will check property regularly during the week to maintain quality appearance and will provide the Designated District Representative with a written report monthly on the condition of all lawn areas, shrubbery, trees, irrigation systems, and the general conditions of the property. This report will include a list of all contractually required tasks performed during the past month (mowing, fertilizing, spraying, etc.), a written explanation for any contractual tasks not performed and the reason for non-performance. Credit for the cost of any contractual task not performed will be issued to the District within 30 days of the non-performed task date. If not issued, the District has the right to deduct the amount of non-performed tasks from future payment to contractor.

Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise the District accordingly. Each quarter, the Contractor shall meet with the Designated District Representative to evaluate the existing fertilization and insect, disease, and weed control programs based on the condition of trees, shrubs and plants along with climate conditions (fertilization, fungicide, herbicide, insecticide, etc.). At the commencement of the contract, and each year following, the Contractor shall provide a general annual schedule for all operations including, but not limited to, spraying, mulching, pruning, etc. with the approval of the Designated District representative.

MAINTENANCE OF TRAFFIC

The Contractor shall provide advance warning signs and traffic control in all applicable work zones in accordance with Florida Dept. of Transportation Standard Index 600 current edition.

EQUIPMENT AND VEHICLES

Contractor's service vehicles and equipment must be well maintained and clean in appearance. Vehicles must be properly licensed, tagged, and operated only by licensed personnel. Contractor's name and contact information will be prominently displayed on all vehicles. All Contractor vehicles must operate in a safe and courteous manner while on District property. Pedestrians have the right-of-way, and service vehicles are expected to yield. Contractor vehicles must not be parked on vacant lots (when possible), and Contractor will avoid driving over sidewalks and walkways. All trailers and maintenance equipment must be in good condition and present a clean and neat appearance. District does not have available on-site storage facilities. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear to include guards and safety markings.

DAMAGE PREVENTION AND REPAIR

Special care shall be taken to protect building foundations, light poles, signposts, and other landscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made within 30 days for any damage to property caused by their crew members or equipment.

POLICING AND GENERAL CLEANUP

The Contractor shall remove and properly dispose of all litter and debris, including palm fronds, from lawn areas, planting beds, walkways, storm drains, roadways, and parking lots as service is performed in those areas. The Contractor will remove all grass and weeds growing between expansion joints and cracks in pavement and walkways on a weekly basis. This may be controlled with the use of herbicides. Curb areas and sidewalks are to be blown to present a clean appearance. Care should be exercised to limit debris on vehicles. All vegetation shall be removed from the fences each month. The Contractor shall "weed eat" around all trees, fences, signs, ditch embankments, buildings and other obstacles during each mowing to maintain a neat appearance. The Contractor will remove and dispose of dead animals within project corridors daily. District personnel shall provide assistance with dead animals greater than 40 pounds as necessary. **Unless specifically approved by the District, use of herbicides in lieu of "weed eating" is not permitted.**

DEBRIS REMOVAL

Prior to mowing, each area will be patrolled for trash and other debris, including palm fronds, to reduce the risk of object propulsion and scattering. All landscape debris generated on the property during landscape maintenance shall be removed by the Contractor at no additional expense to the District. The roadway and right of way will be patrolled for trash, dead animals and other debris for removal by the Contractor each day. All trash and debris contained in trash receptacles along walkways, shall be removed by the Contractor daily. Dead animals, when present, shall be removed.

LAWN CARE AND MOWING

Mowing shall be done to ensure a uniform appearance. Grass shall be cut no lower than three (3) inches and at no time be allowed to reach height of five (5) inches. The Contractor shall mow the grass weekly from March 15 through September 30 and every two weeks from October 1 through March 15. Scheduled cuts missed due to inclement weather will be rescheduled upon approval

by the Designated District Representative. St. Augustine Turf will be cut a minimum of thirty-eight (38) times per year with a rotary mower. Removal of grass clippings will not be necessary, unless clippings or clumps become unsightly or cause damage to the grass. Mower blades shall be kept sharp at all times to prevent tearing of grass blades. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts caused by mowers. Contractor will take special care to prevent damage as a result of the mowing operations. Any damage caused by Contractor's equipment will result in the replacement of damaged material at the Contractor's cost. Determination as to replacement will be at the sole discretion of the Designated District Representative. Replacement material will be similar in size to the material being replaced.

EDGING AND TRIMMING

The Contractor will neatly edge and trim around all sides of plant beds, curbs, streets, trees, and buildings, etc. to maintain shape and configuration. "Hard" edging and string trimming shall be performed in conjunction with each turf mowing. "Soft" edging and clean-up of bed areas shall be performed every other week. All walks will be blown after edging to maintain a clean, well-groomed appearance. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means where environmental conditions permit.

NATURAL AREAS, SAW PALMETTOS AND VINE CONTROL

Saw palmettos and other native plants growing in plant beds and along street rights of way and walkways are to be maintained like other plants and shrubs so that they retain their natural shape and form. Only dead fronds should be removed from saw palmettos. They should not be "hurricane cut" like sabal palms.

The visible areas of natural vegetation shall be kept free of dead branches or unsightly weeds and vines that detract from the appearance of the landscape. Dead fronds on saw palmettos visible from the roadway shall be removed. Walkways shall be kept free of dirt, debris and branches, weeds and vines within two feet of the walkways. Trees and plants along and overhanging the walkways shall be trimmed to a height of 10 ft and a minimum of 6 ft from edge of sidewalks.

Vines/invasive plants growing in plant beds, roadway rights-of-way and natural areas are weeds and are to be removed pursuant to the general requirement to keep plant beds free of weeds. Vines growing in the road rights-of-way and natural areas are to be removed as follows: Physically cut vines in March and August and immediately spray exposed cut ends remaining in the ground with concentrated Roundup or concentrated Speed Zone. Spray vines and invasive plants five (5) times per year in March, May, July, August and November.

Vines growing in the following described natural areas along Hammock Dunes Parkway shall be removed as described above:

- West side of Hammock Dunes Parkway from Camino del Mar to point opposite Osprey Way where distance between the east side of the bike path narrows to approximately 9 feet from Hammock Dunes Parkway – to the fence bordering the bike path.
- West side of Hammock Dunes Parkway from 16th Road to point opposite Osprey Way where the bike path diverges from Hammock Dunes Parkway – from the west side of the bike path to fifty feet into the natural area on the west side of the bike path.

- East side of Hammock Dunes Parkway from Jungle Hut Rd. to Granada Estates – roadway to the fence.
- East side of Hammock Dunes Parkway from Jungle Hut Rd. to the Osprey Way entrance – roadway to the fence adjoining District and golf course maintenance facility; to homeowner lots in Ocean Reserve; and to front of lake on south side of the Osprey Way entrance.
- East side of Hammock Dunes Parkway from the Osprey Way entrance to 16th Road – from roadway to Blue Heron, Oakview Circle, or the golf course as appropriate.
- Hammock Dunes Bridge east side, south and north embankment to the sidewalk and west side both sides of the bridge in areas identified in Exhibit C.

ORNAMENTAL LANDSCAPE GRASSES (CORD GRASS AND OTHER)

The pruning and other landscaping requirements for ornamental grass will vary with the application. Ornamental grasses require infrequent pruning, and they will be pruned on an as needed basis as determined by the Designated District representative based on recommendations from the Contractor. Ornamental grass next to curbs or sidewalks shall be trimmed as necessary to ensure clear passage.

PLANT BEDS AND MULCHING

The Contractor shall weed the plant beds when necessary to maintain an aesthetically pleasing appearance but no less than monthly. Contractor will keep all plant beds edged (all sides will be edged), as per the edging and trimming requirements described above. Pre-emergent weed killers and herbicides may be used to control weeds if the Contractor desires. Medium sized pine bark mulch will be used to dress property beds. Mulch will be replaced to a depth of 2 to 3 inches one (1) time per year in March or April. Pine straw mulch used in most of the natural areas along Hammock Dunes Parkway and Camino del Mar shall be replenished to a depth of 2-3 inches one (1) time per year. Mulch will not be mounded around the root flare of trees. All mulch shall be provided by the contractor at the contractor's expense.

SHRUBBERY

All shrubbery is to be kept pruned, fertilized, and sprayed for insect and disease control. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers upon receiving approval from the Designated District representative. Any plant material that is damaged or obstructing traffic (e.g., pedestrian, automobile) will be pruned as needed. Clippings are to be removed by Contractor following pruning and care to limit the amount of mulch that is removed. Gas or electric power mechanical shears may be used to prune shrubbery so long as care is exercised to limit any plant damage due to aggressive mechanical shear use except for rejuvenation pruning. Hand shearing will be performed, if needed. Contractor will prune all shrubbery to maintain the natural form of the plant, maintain its growth within the limitations of the plant bed, eliminate damaged or diseased wood, and provide sight distance requirements, if needed. All shrubs will be pruned seven (7) times during the growing season. Discretion for use of hand shears will be followed. If there is a shrub that is flowering, it will be pruned, once it is done flowering, at the next scheduled service.

All Pruning cuts should be made so that the base of the individual shrub, mass planting, or hedge is wider than the top so that the exposed sides of the individual shrub, mass planting, or hedge will receive sufficient sunlight for strong, healthy growth. Pruning practices will ensure each step of plant grouping is distinct from the next (plant separation).

Annual rejuvenation pruning for all shrubs should be performed in the winter months by making selected pruning cuts deep within interior of the plant to permit sunlight to penetrate the interior of the plant and to promote airflow within the plant. The pruning cuts should be made with hand shears on a slight slant $\frac{1}{4}$ inch above a healthy bud or node. Gas or electrical power mechanical shears should not be used during this pruning cycle. Correcting any growth problems (e.g. reducing plant height for line-of-sight considerations at intersections; restoring the appropriate form of the plant; making the base wider than the top; etc. should also be done during the rejuvenation pruning process.

GROUND COVER

Ground covers will be confined to plant bedding areas by manual or mechanical means, as environmental conditions permit. Ground covers such as Asiatic jasmine will be pruned with “weed eating” type edging equipment as part of every other turf-mowing event (in no circumstance should this equipment be used if it will result in injury to tree trunks at the base of the tree). The entire perimeter of the plant bed will be edged to keep Asiatic jasmine off street curbs and to separate the jasmine from turf and other plant material. In winter, jasmine will be cut back as needed. In subsequent months, individual plants rising above the rest of the plants will be pruned to produce a smooth plant surface and to control the overall height of the plants. All jasmine will be limited to 6” above the bed or turf heights. Leaves and vegetative litter are to be removed if they create an unsightly appearance or cause damage to ground cover. The interior of the bed will be “edged” to keep the Asiatic jasmine from the base of all trees (includes native trees).

PALM TREES

Washingtonia palms will be pruned two (2) times per year, all other palm trees will be pruned once per year. The pruning will be timed so that seed pods and brown fronds can be removed at the same time. Only dead, badly damaged, or diseased leaves should be removed. Under no circumstances should palms be “hurricane cut” or should green fronds be removed. Further, leaves with relatively small amounts of tip damage caused by salty air should not be removed. Contractor will follow University of Florida IFAS Extension “Pruning Palms – Fact Sheet ENH853” guidelines. Branches brushing up against buildings will be removed at the time of annual pruning. To prevent the transmission of disease among palm trees, Contractor will sterilize pruning equipment after pruning a diseased tree by spraying saws and other pruning equipment with liquid bleach after pruning.

NATIVE AND NURSERY GROWN TREES (INCLUDING ORNAMENTAL TREES)

Live oak “street trees” (trees adjacent to Hammock Dunes Parkway) are to be maintained by others. No weed killer should be used around the base of the live oak “street trees”. All other trees will be pruned, fertilized and treated for insect and disease control. Native live oaks and other trees in roadway rights-of-way bordering bike paths and sidewalks and within administration facility and toll facility will be kept “lifted” up to ten (10) feet off the ground, and trunks will be cleared of sprouts once per year. All pruning cuts are to be made outside the branch collar.

Ornamental trees and small trees – ligustrum trees, oleander trees, East Palatka hollies, Crape Myrtles, Eagleston hollies and other similar types of trees shall be pruned to maintain their natural shape and form (e.g., ligustrum trees should not be pruned to look like gum drops, East Palatka hollies should not be pruned to look like Christmas trees, and Crape Myrtles should not be topped or “hat raked”). These ornamental trees should be lightly pruned seven (7) times during the growing season. This pruning should begin in May and continue through December at regular monthly intervals. Annual rejuvenation pruning should be performed in the winter months by making selected pruning cuts deep within the tree canopy to permit sunlight to penetrate the

interior of the canopy and to promote airflow within the canopy. The pruning cuts should be made with shears on a slight slant ¼ inch above a healthy bud or node. For crape myrtles, the rejuvenation pruning consists primarily of removing small twiggy growth under and within the tree canopy to keep the trunk clean and allow air circulation and to help prevent powdery mildew disease. Further, it should result in removing any "suckers" or water sprouts that develop along the main stem or from roots.

FERTILIZATION

Personnel will be licensed for all applications, and all state regulations shall be followed. All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining. Contractor will not allow fertilizers or herbicides to drain into community retention ponds. The community uses reclaimed water for irrigation purposes.

Contractor is responsible for providing fertilizer application plan to District for review and approval. All landscaped areas shall be fertilized as necessary to maintain a healthy condition, but not less than:

Landscape Element	Minimum Fertilization Requirement	Recommended Fertilizer
St. Augustine / Bermuda Turf	3 applications/year (Feb/Mar, May, Nov)	50–65% slow-release N with micronutrients
Ornamental Plant Beds	2 applications/year (Spring and Fall)	Controlled-release ornamental fertilizer
Shrubs	2 applications/year	Slow-release shrub fertilizer
Ground Covers	2 applications/year	Controlled-release balanced fertilizer
Seasonal Annual Flowers	At installation and every 12 weeks during growing season	Controlled-release plus supplemental liquid feed as needed
Ornamental Trees	1 application/year (Spring) unless deficiencies observed	Slow-release tree fertilizer
Palms (if present)	2 applications/year	8-2-12-4Mg or 8-0-12-4Mg palm fertilizer with micronutrients

INSECT, DISEASE AND WEED CONTROL

Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law, and personnel will be "certified" to evidence adequate training to include required federal, state or local license for pesticide and herbicide applications including CPCO (certified pest control operator). Contractor shall practice Integrated Pest Management (IPM) which complies with University of Florida guidelines to control insects, diseases and weeds on and around annuals, perennials, ground covers, shrubs, vines and trees. All products shall be applied as directed by the manufacturers' instructions and be in accordance with all local, state, and federal regulations. Contractor must possess an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals. District will designate a metered source of water for tank filling. The Contractor will not be charged for water for tank filling. However, an air-gap type of filling connection is required to prevent backflow/back siphonage of spray tank contents into the water supply source.

Treatment of turf areas for turf damaging insect infestation or disease and weed control will be the responsibility of Contractor. A written description of the program will be provided to District by the contractor. The timing, number and type of chemical applications will be determined by the

integrated pest management plan described above and by the condition of the turf and environmental conditions.

Plants and shrubbery will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit.

Sabal and Washingtonian palms shall be treated for insect problems and plant diseases on an as needed basis. Specialty palms (Canary Island date palms, medjool date palms, Senegal date palms, Sylvester palms, etc. shall be treated with application of both a soil drench (2 times) and a foliar drench (2 times) containing appropriate fungicides and insecticides during the growing season.

Ornamental and nursery-grown shade trees along with native trees in natural areas shall be sprayed as necessary to control insect infestations such as tent caterpillars.

Preventative fire ant control shall be performed two (2) times per year and spot treated as needed at the Administration and Operations Buildings / Plant and Bridge Office sites.

FREEZE DAMAGE

Any freeze damaged ground covers shall have dead growth removed in early spring by appropriate means.

REPLACEMENT OF PLANT MATERIAL

The District will be responsible for the replacement of all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances. If the District's designated representative determines the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The Contractor shall notify the District's representative immediately of plants or areas in distress. The Contractor or its representative and the District's representative will inspect the damaged plant material and prepare a written plan/schedule of replacement. All replacements shall be accomplished within one (1) week of notification. No dead plants will remain in the landscape. Trees or plants that blow over or are disturbed from their normal planted location by wind, vehicular damage or vandalism, shall be removed within twenty-four (24) hours' notice. If time constraint is not met and the plant dies, it shall be replaced by the Contractor at the Contractor's sole expense. Any existing plant material, including sod, that dies as a result of improper maintenance practices shall be replaced and warranted at the sole expense of the Contractor.

From time to time, the Contractor will be requested by District to provide pricing for trees and plants to be installed at various locations as well as replacement trees and plants for existing plant beds on a case-by-case basis along with equipment and labor rates for installation of same. Contractor will replace all trees and plants which fail during the first year after installation at his expense.

IRRIGATION SYSTEMS

Contractor will inspect the performance of the District's irrigation sprinkler system twice per month. This will include inspection of sprinkler heads, timer mechanism, pipes, valves, and each zone. The system will be inspected visually for turf burning, washouts, line breaks and any other problems that could affect the proper operation of the system with each additional visit to the property. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance. Minor nozzle adjustments and timer adjustments will be performed

at no additional charge. Contractor will have a dedicated irrigation technician(s) available to the service area. District irrigation system is primarily controlled with a Hunter timer mechanism.

Contractor will promptly inform the District of any system malfunction or deficiencies. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon District's approval and itemized and billed accordingly on the monthly invoice. Any damage caused by Contractor's personnel shall be repaired promptly at no cost to District. If a system problem arises that could result in additional damage or threat to safety, Contractor will immediately make the necessary repairs and then contact the District. Normal response time to repair any part of the system will be 24 hours. In the event of a hazardous condition, a response time of 4 hours is required. Contractor will review the irrigation schedule with the District on an annual basis.

Drip irrigation is used in several locations throughout the district. Pre-filters are installed at the valve for each location, and all drip lines are equipped with "auto flush valves" at the end of each run to relieve the hose of any standing water in the lines. The pre-filters must be maintained frequently to prevent algae growth and build up.

SPECIAL EVENTS AND ADDITIONAL SERVICES

The District may, at its sole discretion, request landscape services in support of community events, holidays, emergency response, or other special activities that are outside the routine scope of work.

The District does not guarantee any minimum quantity or frequency of additional services. All special event work shall be performed only upon written authorization by the District.

The District reserves the right to negotiate the scope, schedule, and pricing of any requested additional services and may obtain competitive quotations from other qualified contractors when deemed to be in the District's best interest. Approval of this Agreement does not grant the Contractor exclusive rights to perform additional or special event work.

PAYMENTS

Contractor will receive twelve (12) monthly payments equal to 1/12th of the annual contract price for acceptable work performed to include adjustments described in this scope of work. Contractor will also receive payment for the infrequent service costs that are billed by occurrence and approved by District representative. Contractor will submit their invoices for payment by the fifteenth (15) of the month following the month in which the service was rendered.

END SECTION 1

SECTION 2: INSTRUCTION TO PROPOSERS

Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

Important: A prohibition of lobbying is in place. Review Section 2.14 carefully to avoid possible sanctions.

2.01 DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal is **August 26, 2026 at 4:00 p.m.** Questions and inquiries should be forwarded to joverton@dunescdd.org.

2.02 DESIGNATED PROCUREMENT CONTACT

The designated District contact for this solicitation is Jim Overton email address: joverton@dunescdd.org.

2.03 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **September 9, 2026 at 2:00 P.M. ET**. Proposals must be delivered to the Dunes CDD at the following location: 101 Jungle Hut Road Palm Coast, FL 32137 prior to the due date and time illustrated above. Proposals will be opened immediately following the Due Date and Time. Interested parties are invited to attend the opening.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the District for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the District. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for return of the proposal at the Proposer's expense.

A NON - MANDATORY PRE-BID MEETING for all interested parties will be held on **August 19, 2026 at 9:00 a.m.** in the Dunes CDD Conference Room at the following location: 101 Jungle Hut Road Palm Coast, FL 32137. The meeting will offer potential bidders the only opportunity to ask questions and discuss the project directly with staff.

Bids will be received by the Dunes Community Development District at:

101 Jungle Hut Road Palm Coast, FL 32137

2.04 PUBLIC OPENING OF PROPOSALS

Sealed proposals will be publicly opened at Dunes CDD Office, at the following location: 101 Jungle Hut Road Palm Coast, FL 32137, in the presence of District officials. Interested parties may attend the proposal opening. Only the names of the business entities that submitted a proposal will be made known at the proposal opening. No review or analysis of the proposals will be conducted at the proposal opening.

2.05 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound paper original clearly identifying Proposer and marked “ORIGINAL”.
- Two (2) bound paper copy clearly identifying Proposer and marked “COPY” with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives in Microsoft Office® or Adobe Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Section 3 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: the RFP number and title, Proposer’s name, and Proposer’s address. Proposals must be received by the Dunes CDD prior to the Due Date and Time at the following address:

**Dunes Community Development District
101 Jungle Hut Road
Palm Coast, FL 32137**

2.06 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section 3 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

2.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.dunescdd.org.

Additionally, the RFP and all related documents are available for public inspection at the Dunes CDD Office. Call (386) 445-9045 to schedule an appointment. Documents are available between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, with the exception of District holidays.

2.08 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the website at www.dunescdd.org. All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

2.09 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

2.10 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be forwarded to joverton@dunescdd.org.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The District will determine what changes will be acceptable to the District and changes approved by the District will be issued in a written addendum.

District will not be responsible for oral interpretations given by other sources including District staff, representatives, or others. The issuance of a written addendum by the District is the only official method whereby interpretation, clarification or additional information will be given.

2.11 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP. Such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the District.

2.12 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

- a. If the Proposer discovers a mistake(s) prior to the Due Date and Time. The proposer may withdraw its proposal by submitting a written notice to the District. The notice must be received in the District prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clear in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the District.

2.13 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

2.14 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any District officers, agents or employees, other than the District representatives, unless otherwise directed by the District Manager or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a District Board of Supervisors meeting where the Board is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

2.15 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of no more than sixty (60) calendar days from the Due Date and Time.

2.16 ERRORS OR OMISSIONS

Once a proposal is opened, the District will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

2.17 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The District will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements in Section 6 and have the capability and capacity to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

2.18 RESERVED RIGHTS

The District reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the District reserves the right to negotiate with the Proposer. The District reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the District.

The District reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the District,

Proposer shall provide all such information to the District. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

2.19 APPLICABLE LAWS

The proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Dunes CDD will apply to any resulting contract. This solicitation process will be conducted in accordance with the Dunes CDD Rules of the District.

2.20 TAXES

District is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-2618263; Florida Sales Tax Exempt Cert. No. 85-801266701C-8). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

2.21 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

2.22 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future District solicitations for a specified period.

The District reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

2.23 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Dunes CDD Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers

and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP and may also be disqualified from submitting any future bids or proposals to supply goods or services to the District.

2.24 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Dunes CDD prohibits the award of contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the District Manager, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, District requires all persons or entities desiring to contract with Dunes CDD to execute and file with the District an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with District. The proposer is to complete Attachment B and submit its Proposal.

2.25 AMERICANS WITH DISABILITIES

Dunes CDD does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of District's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

2.26 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, District hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

2.27 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at:

https://www.dms.myflorida.com/agency_administration/office_of_Contractor_diversity_osd/get_certified.

2.28 LOCAL PREFERENCE

For procurement in which a Request for Proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned. The percentage that will be assigned for local preference will be established prior to the issuance of the Request for Proposals and will be included in the evaluation criteria.

2.29 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If District rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the District provides notice of an intended decision concerning the reissued solicitation or until District withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of District, successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and District public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by District, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and District policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Proposer or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to the District upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District, in a format that is compatible with the information technology systems of District.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT MANAGER at:

PH: (386) 445-9045

EMAIL: gpeugh@dunescdd.org,

MAIL: DUNES COMMUNITY DEVELOPMENT DISTRICT
101 JUNGLE HUT ROAD
PALM COAST, FL 32137

2.30 TRADE SECRETS

Dunes CDD is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to District.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, the Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secrets.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, District reserves the right to clarify the Proposers request for trade secret at any time; and
2. District and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and

3. Upon notice from District that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the District shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.
Offeror shall indemnify and hold District, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from District's non-disclosure of the trade secret materials.

2.31 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to District or any privately owned or leased property held by District.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by District.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to District.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of District Manager or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request
- c. for such records, it shall immediately contact the District's designated Contract administrator who shall coordinate District's response to the request.

2.32 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with the District. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract. The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

2.33 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and District ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

2.34 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the District with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the District any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the District for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the District for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

2.35 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

2.36 PROTEST

Any actual bidder, proposer, or Proposer who is aggrieved in connection with the notice of intent to award of a contract with a value equal to or greater than \$50,000 where such grievance is asserted to be the result of a violation of the requirements of the Dunes CDD Procurement Rules or any applicable provision of law by the officers, agents, or employees of the District, may file a protest to the District Manager.

Protest must be in writing and delivered via email at gpeugh@dunescdd.org or by hand delivery to the District.

2.37 ACCESSIBILITY

The District is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (w3C WCAG 2). For assistance with accessibility regarding this solicitation, contact the District Office Manager via email at malvarado@dunescdd.org or by phone at 386-445-9045.

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

2.38 PURCHASING COOPERATIVE

It is the intent of this RFP to include requirements and to obtain proposals on behalf of the District. Further it authorizes other public sector entities to obtain goods and services utilizing the terms, conditions and pricing of this RFP. This opportunity is also made available to all public sector entities, pursuant to their own governing laws, and subject to the agreement of the supplier. District will not be financially responsible for the purchases of other public agencies utilizing this RFP and any resulting contract or purchase order.

2.39 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the District webpage on the District's website www.dunescdd.org for meeting locations. Any updated information pertaining to any revisions to this schedule will be transmitted via addendum and posted on www.dunescdd.org.

Scheduled Item	Scheduled Date
Advertise Request for Proposals	August 5, 2026
Non-Mandatory Meeting	August 19, 2026, 9:00 a.m.
Question and Clarification Deadline	August 26, 2026, 4:00 p.m.

Final Addendum Posted	September 2, 2026, 4:00 p.m.
Proposal Due Date and Time	September 9, 2026, 2:00 P.M., ET
Final Technical Evaluations, if required	TBD
Projected Award	TBD

END SECTION 2

SECTION 3: PROPOSAL RESPONSE REQUIREMENTS

3.01 PURPOSE AND OVERVIEW

This section identifies specific information which must be contained within the response package and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which Proposer best meets the overall requirements of the District. For more information on the evaluation process, refer to Section 4, Evaluation of Proposals.

3.02 INFORMATION PACKAGE

The contents of each response package will be organized and arranged with tabs in the same order as listed below in Section 3.03 and with the same TAB numbers. The response information should contain sufficient detail to permit the District to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

The contents of the response package must include one (1) bound paper original, two (2) bound paper copy(s), and one electronic format copy.

NOTE: Electronic submissions should be submitted on a USB drive in PDF format as one file that includes all required TAB sections shown below. Do not submit the response package in separate files for each TAB section. Do not password protect or otherwise encrypt the electronic submission.

3.03 RESPONSE FORMAT

TAB 1 - Introduction

Include the following in Tab 1 of the response package.

- A cover page that identifies Proposer, the RFP by title and the RFP number.
- An introductory letter/statement that describes your proposal in summary form (limit 2 pages).
- A table of contents.

TAB 2 – Minimum Qualifications

Before a proposal is scored, the District will confirm the Proposer meets every item below. A “No” answer to any item, or missing documentation, will result in the proposal being found non-responsive and it will not be evaluated further.

Requirement	Required Documentation	Meets? (Y/N)
Registered with the Florida Division of Corporations to do business in Florida	Copy of active Florida registration/authorization	
Holds all current, valid licenses required by Dunes CDD and the State of Florida for this work	Copies of all required licenses (see Section 5 below)	

At least 3 landscaping clients served since 2021, of similar size and scope, willing to respond to a District inquiry	Reference table: client name, city/state, contact name/phone/email, service dates, scope, total contract value	
Not listed on the Florida SBA Scrutinized Companies List	Signed statement of non-listing (Attachment B)	
No conviction for a public entity crime or environmental law violation in the past 5 years	Completed Attachment G, notarized	
If proposing as a joint venture, has filed required documents with the FL Dept. of Business and Professional Regulation (F.S. § 489.119)	Copy of approved JV filing, or a statement that Proposer is not a joint venture	
No undisclosed conflict of interest with the District	Disclosure of any District employee affiliation/ownership, or a statement of no conflict (Attachment I)	

TAB 3 – FORMS

Include the following completed, signed (and notarized, where indicated) attachments:

Attachment	Purpose	Notary Required
A – Acknowledgement of Addenda	Confirms Proposer received all issued addenda	No
B – Proposal Signature Form	Authorized signature binding the Proposer to the RFP terms	No
C – Public Contracting and Environmental Crimes Certification	Certifies no bribery, collusion, or environmental crime convictions	Yes
D – Insurance and Bond Requirements	Acknowledgement of required insurance coverages	No
E – Vendor Information and Signature Form	Contact and entity information	No
F – Non-Collusion Affidavit	Certifies pricing was developed independently	Yes
G – Public Entity Crimes Form	Statutory public entity crimes certification	Yes
H – Drug-Free Workplace Certificate	Certifies a drug-free workplace program is in place	Yes

I – Conflict of Interest Statement	Discloses any conflict of interest with the District	Yes
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TAB 4 - STATEMENT OF ORGANIZATION

Provide the following information about the Proposer's business:

- Legal contracting name, including any DBA, and state of organization or incorporation.
- Ownership structure (sole proprietorship, partnership, LLC, corporation, etc.) and Federal Identification Number.
- A signed, dated W-9.
- Corporate headquarters and local office address, phone number, and years at that location.
- List of officers, owners, partners, or managers, with contact information.
- Primary and secondary contacts for this RFP process, with phone, email, and mailing address.
- Summary of any litigation (civil or criminal) in the last three years involving a government agency or that could affect performance under this contract.
- Any ownership changes in the past three years, or anticipated within six months of the proposal due date.

TAB 5 – PROPOSER AND TEAM'S EXPERIENCE

Describe the Proposer's and team's relevant experience:

- Company background, size, and years in business.
- Years of experience in landscape services, particularly for Florida government agencies.
- Resumes for key staff (project lead, managers, supervisors) including current employer, certifications/licenses, assigned role, office location, email, and phone.
- Any proposed subcontractors, the individuals assigned, and their relevant experience and qualifications.
- Notable accomplishments or recognition received by the Proposer or its subcontractors for similar work.

TAB 6 – CAPACITY

Demonstrate the Proposer has the resources to perform this contract:

- Physical address(es) where the work will be performed, including any subcontractor locations.
- Staffing resources by discipline, at the servicing location and corporately.
- Names of any subcontractor firms and how they will be used.
- An organizational chart showing key personnel and reporting relationships.
- Plans for hiring District-area residents and using District-area suppliers.
- Prior joint work history, if teaming with another firm; joint venture agreement/affidavit, if applicable.
- A general explanation of financial capacity to perform this scope (for each entity, if a joint proposal).
- A signed, letterhead statement authorizing the District's auditors/financial analysts to review financial records.

- Disclosure of ownership interest in any other entity proposing on this RFP, including percentage owned.
- Current workload and any projected changes to that workload in the next six months.

TAB 7 – APPROACH

Describe how the Proposer will manage and perform the work:

- Project management approach and implementation plan/schedule.
- Schedule for recurring preventative maintenance tasks and other Section 1 requirements.
- How the Proposer will meet response times, schedules, and budget requirements.
- Approach to communicating and coordinating with District representatives, including:
 - Availability for meetings, general communication, and supervision
 - How the Proposer will ensure availability throughout the contract term
- A Risk Management Plan: key risks, potential impact (cost/schedule/technical), and mitigation for each.

END SECTION 3

SECTION 4: EVALUATION OF PROPOSALS

4.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria.

The committee may rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

4.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Weight
Proposer & Team's Experience	30
Capacity	20
Approach	20
Cost	30
Total	100

Qualifying technical proposals will be collectively scored by an evaluation committee appointed by District. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value.

Cost will be converted to points after making any adjustments for reciprocal preference. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship with the lowest cost proposal.

Divide the lowest cost proposal received by the cost of the proposal being rated and multiply the results by the maximum points. The result is the awarded points. This is determined by applying the following formula:

Price of Lowest Cost Proposal / Next Cost x 30 = Awarded Price Points

Example: The figures below are used for example purposes only. It is not representative of or suggestive of proposed costs. The total points available for

cost in the RFP is thirty (30) points. The cost of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal cost of \$100,000 would be awarded thirty (30) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded twenty-four (24) points.

$$\$100,000 / \$125,000 = .80 \times 30 = 24$$

4.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will decide on those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers should decide to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

4.04 BEST AND FINAL OFFER (BAFO)

The District may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

4.05 SCORING/RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the District's requirements and recommend the District enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend award to the Board,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

END SECTION 4

SECTION 5: QUALIFICATIONS

The following qualifications shall be included within proposal submission and will be used to determine whether the Contractor can adequately perform the required work as specified in the Scope of Services:

- Contractor shall be legally authorized to conduct business in the State of Florida.
- Contractor shall maintain all licenses, registrations, and certifications required by applicable federal, state, county, and local laws throughout the contract term.
- Any employee applying commercial fertilizer shall possess a current FDACS Limited Urban Commercial Fertilizer Applicator Certification.
- Any pesticide applications shall be performed only by personnel and/or firms holding the appropriate FDACS certification or business license required for the specific application, including Limited Commercial Landscape Maintenance, Lawn and Ornamental Pest Control, or other applicable certification.
- Copies of all applicable licenses and certifications shall be submitted with the proposal and maintained in current status throughout the contract.
- A list of equipment Contractor anticipates committing to this contract to include year, brand, make/model number.
- Proposed staffing list that will be assigned to this Contract. The list shall be sorted by job title; employee names are not required.

FAILURE TO INCLUDE ALL DATA NOTED ABOVE WITH THE PROPOSAL MAY BE GROUNDS FOR ELIMINATION. District reserves the right to inspect all information prior to the contract award.

END SECTION 5

ATTACHMENT A: ACKNOWLEDGMENT OF ADDENDA
RFP NO. 2026-02

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

 Name of Proposer

 Signature of Authorized Official Date

 City/State/Zip

 Print Name & Title of Authorized Official

ATTACHMENT B: PROPOSAL SIGNATURE FORM
RFP NO. 2026-02

The undersigned represents that:

- by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable.
- all facts and responses set forth in the proposal are true and correct.
- if the Proposer is selected by District to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- by submitting a proposal and signing below, the **Proposer agrees to all terms and conditions in this RFP**, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies List.

Print or type Proposer's information below:

Name of Proposer

Telephone Number

Street Address

City/State/Zip

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date

**ATTACHMENT C: PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFP NO. 2026-02**

SWORN STATEMENT PURSUANT TO DUNES CDDPROCUREMENT CODE, SECTION 2-26
ARTICLE V. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Dunes CDD by _____.
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
_____. If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:

I understand that no person or entity shall be awarded or receive a District contract for public
improvements, procurement of goods or services (including professional services) or a District
lease, franchise, concession or management agreement, or shall receive a grant of District
monies unless such person or entity has submitted a written certification to District that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the District, the
State of Florida, or any other public entity, including, but not limited to the Government of the
United States, any state, or any local government authority in the United States, in that officer's
or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in
restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the District
Manager, reflects negatively upon the ability of the person or entity to conduct business in a
responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is
a matter of record, but has not been prosecuted for such conduct, or has made an admission of
guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission
of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has
admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to
the direction or authorization of an official thereof (including the person committing the offense, if
he is an official of the business entity), the business shall be chargeable with the conduct herein
above set forth. A business entity shall be chargeable with the conduct of an affiliated entity,

whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the District Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the District.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE DISTRICT OR THE DISTRICT MANAGER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Proposer's Representative

STATE OF _____
DISTRICT OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____. ☐ Personally known OR ☐ Produced the
following identification

[Type of identification]

Notary Public Signature

My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT D: INSURANCE AND BOND REQUIREMENTS

RFP NO. 2026-02

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the District harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the District from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

☐ Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☐ Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'the District, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage

☐ Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ Worker's Compensation Insurance

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **Dunes CDD is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Proposer, his agents, representatives, and employees; products and completed operations of the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the DISTRICT, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the Proposer shall provide the endorsement that evidences DISTRICT being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "the District, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Proposer's insurance coverage shall be primary insurance with respect to the DISTRICT, its officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officials, employees or volunteers shall be excess of Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officials, employees and volunteers for losses arising from work performed by the Proposer for the DISTRICT.

II. General Insurance Provisions Applicable To All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Proposer shall furnish the DISTRICT with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming DISTRICT as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the DISTRICT, Proposer will provide the DISTRICT with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Dunes Community Development District

Attn: Office Manager

101 Jungle Hut Road

Palm Coast, FL 32137

3. The project's solicitation number and title shall be listed on each certificate.
-

4. CONTRACTOR shall provide thirty (30) days written notice to the DISTRICT of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to Office Manager including solicitation number and title with all notices.
 5. CONTRACTOR agrees that should at any time Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the DISTRICT may terminate this contract.
 6. The Proposer waives all subrogation rights against DISTRICT, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Proposer has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the DISTRICT has the right to review the Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the DISTRICT, or to others, and the DISTRICT'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Proposer's obligation to provide and maintain the insurance coverage specified.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Proposer and shall become a part of the contract.
- V. CONTRACTOR understands and agrees that the DISTRICT does not waive its immunity, and nothing herein shall be interpreted as a waiver of the DISTRICT 'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the DISTRICT expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the District has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.
-

ATTACHMENT E: VENDOR INFORMATION AND SIGNATURE FORM
RFP #2026-02

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

By signing below, the submission of qualifications shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the RFP, have read and understand the RFP, and acknowledge all addenda.

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

ATTACHMENT F: NON-COLLUSION AFFIDAVIT
RFP #2026-02

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the DISTRICT Board of Supervisors for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Printed Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this _____ day of _____
20_____, by _____ as _____ of _____,
who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT G: PUBLIC ENTITY CRIMES FORM
RFP #2026-02

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal **RFP 2026-02**
2. This sworn statement is submitted by _____ whose
[Name of entity]
business address is _____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____. (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).
3. My name is _____ and my
relationship to the above is _____.
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law* by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "D", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE
RFP #2026-02

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "E", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this day ____ of _____ 20____,
by _____ as _____ of _____

_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

ATTACHMENT I: CONFLICT OF INTEREST STATEMENT
RFP #2026-02

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____
(Insert Title) (Insert Company Name)
_____ and principal office in _____.
2. Said entity is submitting this proposal/offer to RFP 2022-J.
3. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any District Office or Department.
9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia District government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the District in writing.

AFFIANT

Print Name

Title

The foregoing instrument was executed before me this day _____ of _____ 20____,
by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me
OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**ATTACHMENT J, CERTIFICATE REGARDING LOBBYING AND DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
RFP #2026-02**

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – “Disclosure of Lobbying Activities”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

A. The applicant certifies that it and its principles:

- I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- III. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
- IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above referenced certifications.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this day _____ of _____ 20____, by
_____ as _____ of _____, who
personally swore or affirmed that he/she is authorized to execute this document and thereby bind
the Corporation, and who is personally known to me OR has produced _____ as
identification.

(stamp)

NOTARY PUBLIC, State of _____

**“EXHIBIT A”
OFFICIAL BID FORM
RFP 2026-02 – LANDSCAPE AND GROUNDS MAINTENANCE**

HOW TO COMPLETE THIS FORM

1. Complete every field shaded green. All other cells are locked and calculate automatically – do not overwrite them.
2. Items 9–14: the Unit of Measure and Assumed Annual Quantity are set by the District for evaluation purposes only and do not guarantee actual usage. Enter only your Unit Price.
3. Sign and date the certification block at the bottom of this form.

BIDDER INFORMATION	
NAME OF BUSINESS:	
BUSINESS ADDRESS:	
CITY / STATE / ZIP:	
PHONE NUMBER:	
EMAIL ADDRESS:	
FLORIDA LICENSE #:	

AREAS WITH IRRIGATION (Weekly / Bi-weekly Service)					
Item	Facility	Location	Area (acres)	Annual Cost	\$ / Acre
1	DCDD Plant Site	101 Jungle Hut Road, Palm Coast	9.2	\$0.00	\$0.00
2	Dunes Toll Facility	5000 Palm Coast Pkwy SE, Palm Coast	1.2	\$0.00	\$0.00
3	Hammock Dunes Pkwy	HD Pkwy (Bridge to 16th Rd E)	18.4	\$0.00	\$0.00
Total Annual Cost – Locations WITH Irrigation (Items 1–3)				\$0.00	

AREAS WITHOUT IRRIGATION (Quarterly Service)					
Item	Facility	Location	Area (acres)	Annual Cost	\$ / Acre
4	Hammock Dunes Bridge	HD Bridge Embankments	2.1	\$0.00	\$0.00
5	Hammock Dunes Bridge Access	Under HD Bridge	1.3	\$0.00	\$0.00
6	DCDD Plant Site	101 Jungle Hut Road, Palm Coast	2.3	\$0.00	\$0.00
7	Well Sites 3W and 4W	Near 101 Jungle Hut Rd (See Map)	0.3	\$0.00	\$0.00
8	Well Site 5W	302 Hammock Park Ln (See Map) (Weekly/Bi-weekly)	0.7	\$0.00	\$0.00
Total Annual Cost – Locations WITHOUT Irrigation (Items 4–8)				\$0.00	

TOTAL ANNUAL COST – ALL LOCATIONS (Items 1–8)				\$0.00	
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LEGEND:

Green shaded cells = Bidder must complete. Gray shaded cells = calculated automatically or set by the District – do not edit.

AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

BETWEEN

DUNES COMMUNITY DEVELOPMENT DISTRICT

AND

[CONTRACTOR NAME]

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **Dunes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an office at 101 Jungle Hut Road, Palm Coast, FL 32137 ("District"), and **[CONTRACTOR NAME]**, a [State] [entity type] with an office at [Contractor Address] ("Contractor"). The District and Contractor are each a "Party" and together the "Parties."

RECITALS

A. The District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes, and owns and/or is responsible for maintaining certain landscaping and irrigation improvements described in Exhibit A.

B. The District issued Request for Proposals No. 2026-02, Landscape & Grounds Maintenance (the "RFP"), to solicit a qualified contractor to furnish all labor, supervision, equipment, and materials necessary to maintain the District's landscaping and irrigation systems.

C. Contractor submitted a proposal in response to the RFP (the "Proposal"), was determined by the District to be the most responsive and responsible Proposer, and represents that it is qualified, licensed, and experienced to perform the services described herein.

D. The District desires to retain Contractor, and Contractor desires to be retained, as an independent contractor to provide the landscape and grounds maintenance services described in this Agreement, on the terms set forth below.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. Recitals and Incorporation of RFP Documents.

The foregoing recitals are true and correct and are incorporated into and made a material part of this Agreement. The RFP, all addenda issued to the RFP, and Contractor's Proposal are incorporated into this Agreement by reference and are collectively referred to as the "Solicitation Documents."

SECTION 2. Scope of Services.

Contractor shall furnish all labor, supervision, materials, equipment, and transportation necessary to perform the landscape and grounds maintenance services described in Exhibit A, Scope of Services (the "Services"), at the locations identified in Exhibit A and the RFP, including Hammock Dunes Parkway, Camino del Mar, the Hammock Dunes Bridge and Toll Plaza, the District's Administration and Treatment Plant Complex, and Well Sites 3W, 4W, and 5W. Contractor shall be solely responsible for the means, methods, and manner by which the Services are performed and shall report to the District Manager or the District Manager's designee (the "District Representative").

SECTION 3. Order of Precedence; Resolution of Conflicts in Scope.

The Solicitation Documents and this Agreement, including all exhibits, are intended to be complementary. In the event of any conflict, ambiguity, discrepancy, or inconsistency between or among

this Agreement, Exhibit A, the RFP, any addenda, and Contractor's Proposal regarding the scope, quality, quantity, frequency, specification, or standard of any item of work, material, or service, **Contractor shall furnish, install, and/or perform the more costly, more comprehensive, or higher-quality option, material, service level, or standard**, unless the District Representative directs otherwise in writing prior to performance of the affected work. This provision resolves ambiguities in the District's favor and shall not entitle Contractor to any increase in the Contract Price, a change order, or additional compensation on account of resolving a conflict in this manner. Contractor shall promptly notify the District Representative in writing upon discovering any such conflict.

SECTION 4. Term.

This Agreement shall commence on [October __, 2026] and shall terminate on [October __, 2028], unless earlier terminated under Section 14. The Agreement may be renewed for up to [three (3)] additional one (1) year terms upon the mutual written consent of the Parties, subject to appropriation of funds by the District.

SECTION 5. Compensation and Payment.

The District shall pay Contractor the annual contract price set forth in Exhibit B, in twelve (12) equal monthly installments, for satisfactory performance of the routine Services described in Exhibit A. Contractor shall submit a monthly invoice, together with the monthly performance report required under Section 11, by the fifteenth (15th) day of the month following the month in which the Services were rendered. The District shall pay each properly submitted invoice within thirty (30) days of receipt. Payment for any infrequent or occurrence-based Services identified in Exhibit A or B shall be invoiced separately as such Services are performed and approved by the District Representative.

SECTION 6. Additional and Special Event Services.

The District may, in its sole discretion, request Services in support of community events, holidays, emergency response, or other activities outside the routine Scope of Services. Such additional Services shall be performed only upon prior written authorization from the District Representative and shall be billed in accordance with the unit prices and hourly labor rates set forth in Exhibit B. This Agreement does not guarantee Contractor any minimum quantity or frequency of additional Services, nor does it grant Contractor exclusive rights to perform such Services.

SECTION 7. Independent Contractor.

Contractor is and shall remain an independent contractor of the District and not an employee, agent, joint venturer, or partner of the District. Neither Contractor nor its employees or subcontractors shall be entitled to any District employee benefits. Contractor shall be solely responsible for the payment of all wages, taxes, and benefits owed to its employees and subcontractors.

SECTION 8. Licenses and Compliance with Laws.

Contractor shall obtain and maintain, at its sole expense, all licenses, permits, and certifications required to perform the Services, including any applicable pesticide/herbicide applicator licensure. Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including E-Verify requirements for all employees and subcontractors performing work under this Agreement, in accordance with Section 448.095, Florida Statutes.

SECTION 9. Insurance.

Prior to commencing Services, Contractor shall procure and maintain, throughout the term of this Agreement, insurance coverage meeting or exceeding the limits and requirements set forth in Exhibit C, Insurance Requirements, including Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability/Errors and Omissions insurance where applicable. Contractor shall name the District as an Additional Insured on its Commercial General

Liability and Automobile Liability policies and shall furnish the District with certificates of insurance evidencing such coverage before beginning any Services and upon each policy renewal.

SECTION 10. Indemnification.

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against any and all liability, claims, actions, suits, or demands by any person or entity for injury, death, property damage, or damage of any nature arising out of or in connection with the work performed by Contractor under this Agreement, including reasonable attorneys' fees and costs incurred in defense thereof, whether at the trial or appellate level. Nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity under Section 768.28, Florida Statutes, or as consent to be sued by third parties.

SECTION 11. Performance Standards; Inspections and Reports.

Contractor shall perform the Services in accordance with the standards set forth in Exhibit A. Contractor shall meet with the District Representative no less than quarterly to inspect the property and shall provide the District Representative a signed monthly performance report describing the Services performed during the preceding month, including mowing, fertilization, pest/weed control, irrigation inspections, and any tasks not performed, together with the reason for non-performance. The District may deduct the value of any contracted task not performed from Contractor's next invoice if a corresponding credit is not issued within thirty (30) days.

SECTION 12. Public Records.

Contractor shall comply with Florida's Public Records Law, Chapter 119, Florida Statutes, including Section 119.0701, with respect to any public records generated, received, or maintained in connection with this Agreement. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT MANAGER AT: 101 Jungle Hut Road, Palm Coast, FL 32137; (386) 445-9045; gpeugh@dunescdd.org.

SECTION 13. Default and Termination.

The District may terminate this Agreement, in whole or in part, upon sixty (60) days' written notice if Contractor fails to perform in accordance with this Agreement. Contractor may terminate this Agreement upon sixty (60) days' written notice to the District stating the District's failure to perform in accordance with this Agreement, provided the District has not cured such failure within that period.

SECTION 14. Enforcement; Remedies.

A default by either Party under this Agreement shall entitle the non-defaulting Party to all remedies available at law or in equity, including damages, injunctive relief, and specific performance.

SECTION 15. Recovery of Costs and Fees.

If either Party is required to enforce this Agreement through court proceedings or otherwise, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs, including fees and costs incurred at the appellate level.

SECTION 16. Notices.

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), or nationally recognized overnight courier to the addresses first set forth above, or to such other address as either Party may designate in writing.

SECTION 17. Entire Agreement.

This Agreement, together with its Exhibits and the Solicitation Documents incorporated by reference, constitutes the final and complete expression of the agreement between the Parties relating to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral.

SECTION 18. Amendment.

This Agreement may be amended, and any of its provisions waived, only by a written instrument executed by both Parties.

SECTION 19. Assignment.

Neither Party may assign its rights, duties, or obligations under this Agreement, or any monies due hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

SECTION 20. Applicable Law; Venue.

This Agreement shall be construed, interpreted, and governed according to the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the state courts of Flagler County, Florida.

SECTION 21. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that most closely reflects the Parties' original intent.

SECTION 22. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ATTEST:

DUNES COMMUNITY DEVELOPMENT DISTRICT

[Print Name], [Title]

[Print Name], District Manager

ATTEST/WITNESS:

[CONTRACTOR NAME]

[Print Name of Witness]

[Print Name], [Title]

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed by Contractor are as described in Section 1, Introduction and Scope of Work, of RFP No. 2026-02, and the maps contained in Exhibit C to the RFP, both of which are incorporated into this Agreement by reference and attached hereto. The Scope of Services includes, without limitation:

- Mowing, edging, trimming, and turf care for all District-maintained turf areas
- Pruning, fertilization, and pest/disease/weed management for shrubs, ground covers, trees, and palms
- Mulching, bed maintenance, and vine/invasive plant control in natural areas
- Irrigation system inspection, minor adjustment, and repair coordination
- Litter and debris removal, policing, and general site cleanup
- Plant material replacement, where required under the RFP
- Such other routine and periodic maintenance tasks described in the RFP

[Insert or attach full RFP Section 1 Scope of Work and Exhibit C maps.]

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Annual Contract Price: \$[____], payable in twelve (12) equal monthly installments of \$[_____].

Unit prices and hourly labor rates for additional and special event Services, as submitted in Contractor's Proposal:

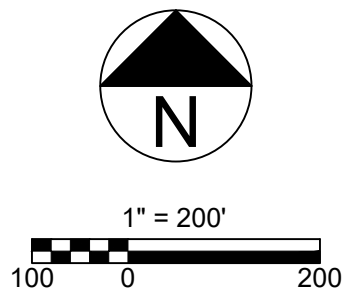
- Installation and removal of seasonal flowers and decorative plantings: \$[_____]
- Supplemental mowing, edging, trimming, and cleanup: \$[_____] per hour/crew
- Mulching and bed enhancements: \$[_____] per cubic yard
- Irrigation adjustments and repairs: \$[_____] per hour, plus materials
- Tree and palm trimming (where permitted): \$[_____] per tree
- Additional crews and equipment: \$[_____] per hour

[Insert Contractor's complete unit price and labor rate schedule from Exhibit A: Official Bid Form of the RFP.]

EXHIBIT C
INSURANCE REQUIREMENTS

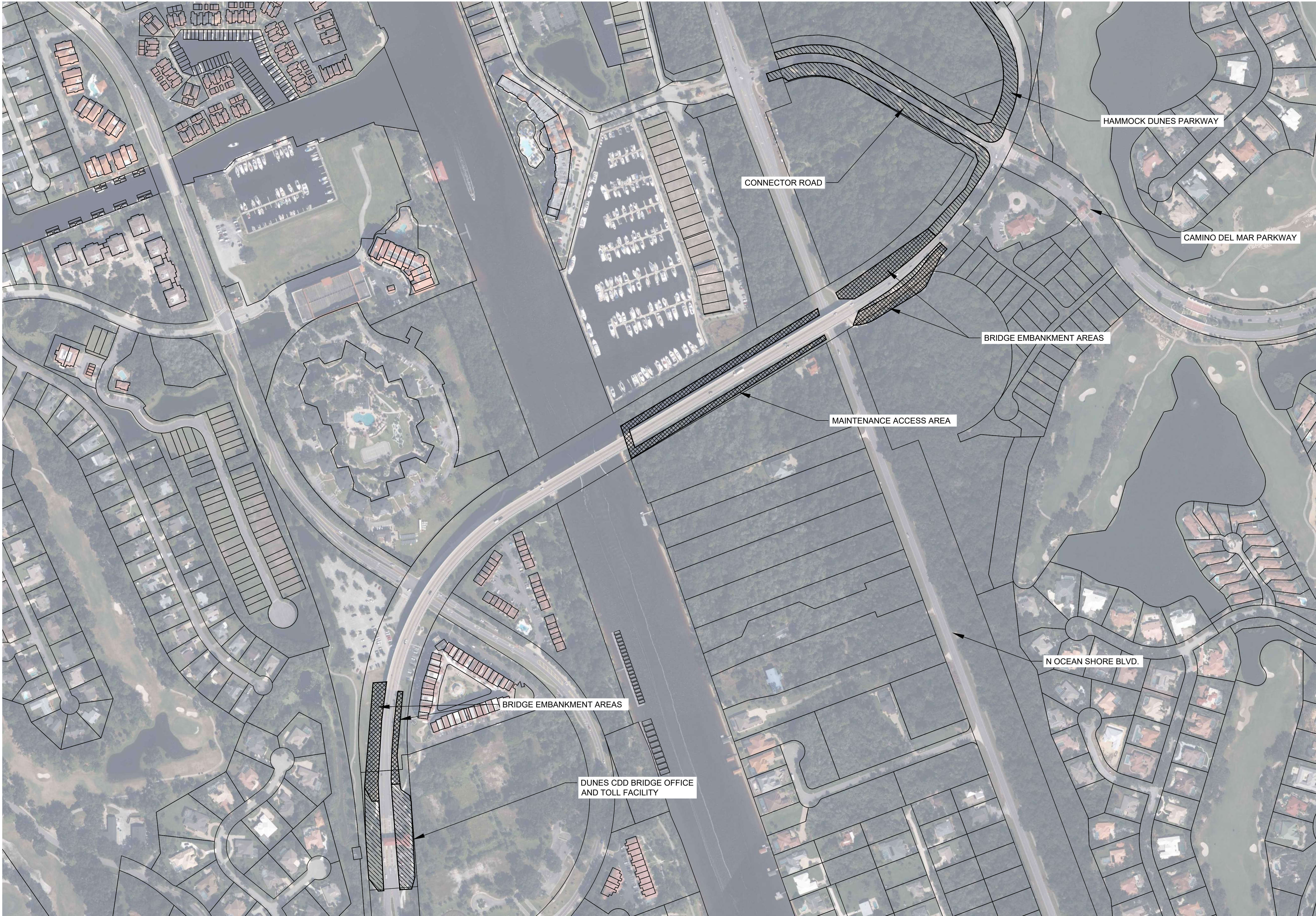
Contractor shall procure and maintain the insurance coverages and limits set forth in Attachment D, Insurance and Bond Requirements, to RFP No. 2026-02, which is incorporated into this Agreement by reference and attached hereto, including Automobile Liability, Commercial General Liability, Employer's Liability, Workers' Compensation, and Professional Liability/Errors and Omissions insurance, each naming "Dunes Community Development District, a Political Subdivision of the State of Florida" as an Additional Insured where required.

[Attach RFP Attachment D in full.]



LEGEND

- WEEKLY/BI-WEEKLY MAINTENANCE AREAS
- QUARTERLY MAINTENANCE AREAS



SHEET TITLE
LANDSCAPE MAINTENANCE AREA - HAMMOCK DUNES BRIDGE

PROJECT
LANDSCAPE SERVICES RFP

SHEET NO.:
EXHIBIT C-1

SCALE:
1" = 200'

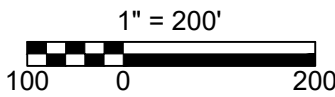
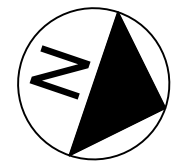
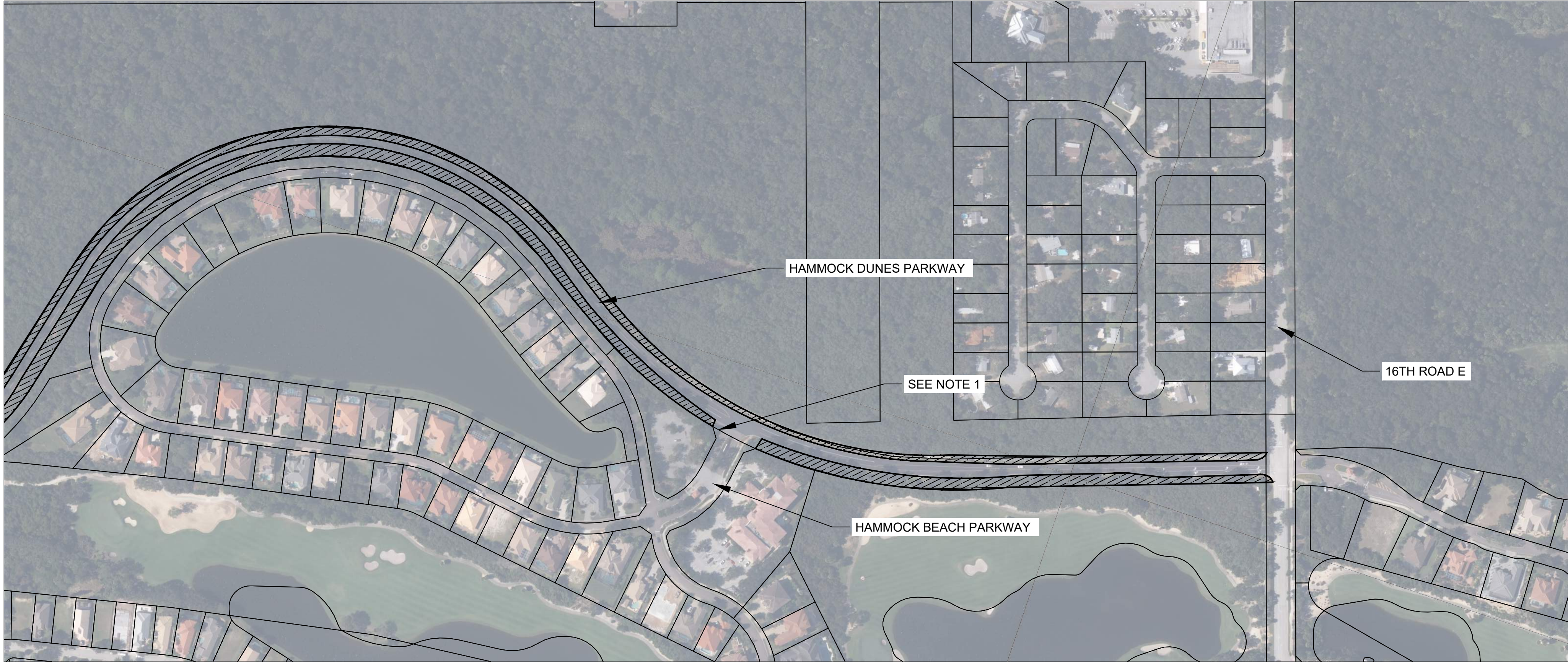
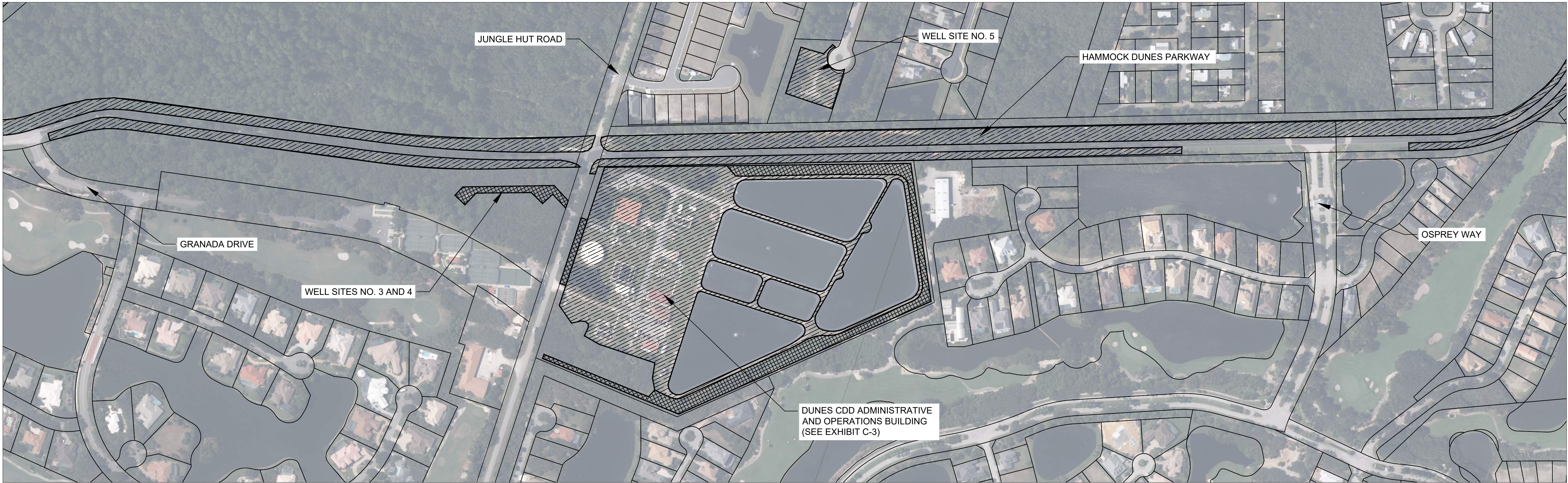
DATE:
07-01-2026

CHECKED BY:
GP

DRAWN BY:
JJO

DESIGNED BY:
JJO

PROJECT NO.:
2026-02



LEGEND

WEEKLY/BI-WEEKLY
MAINTENANCE AREAS

QUARTERLY
MAINTENANCE AREAS

NOTES:

1. PLANTED BEDS MAINTAINED BY OTHERS. DUNES CDD IS RESPONSIBLE FOR MAINTENANCE OF SYLVESTER PALM AND TURF AREAS.



SHEET TITLE
LANDSCAPE MAINTENANCE AREA - HAMMOCK DUNES PARKWAY

PROJECT
LANDSCAPE SERVICES RFP

PROJECT NO.:
2026-02

DESIGNED BY:
JJO

DRAWN BY:
JJO

CHECKED BY:
GP

DATE:
07-01-2026

SCALE:
1" = 200'

SHEET NO.:
EXHIBIT C-2

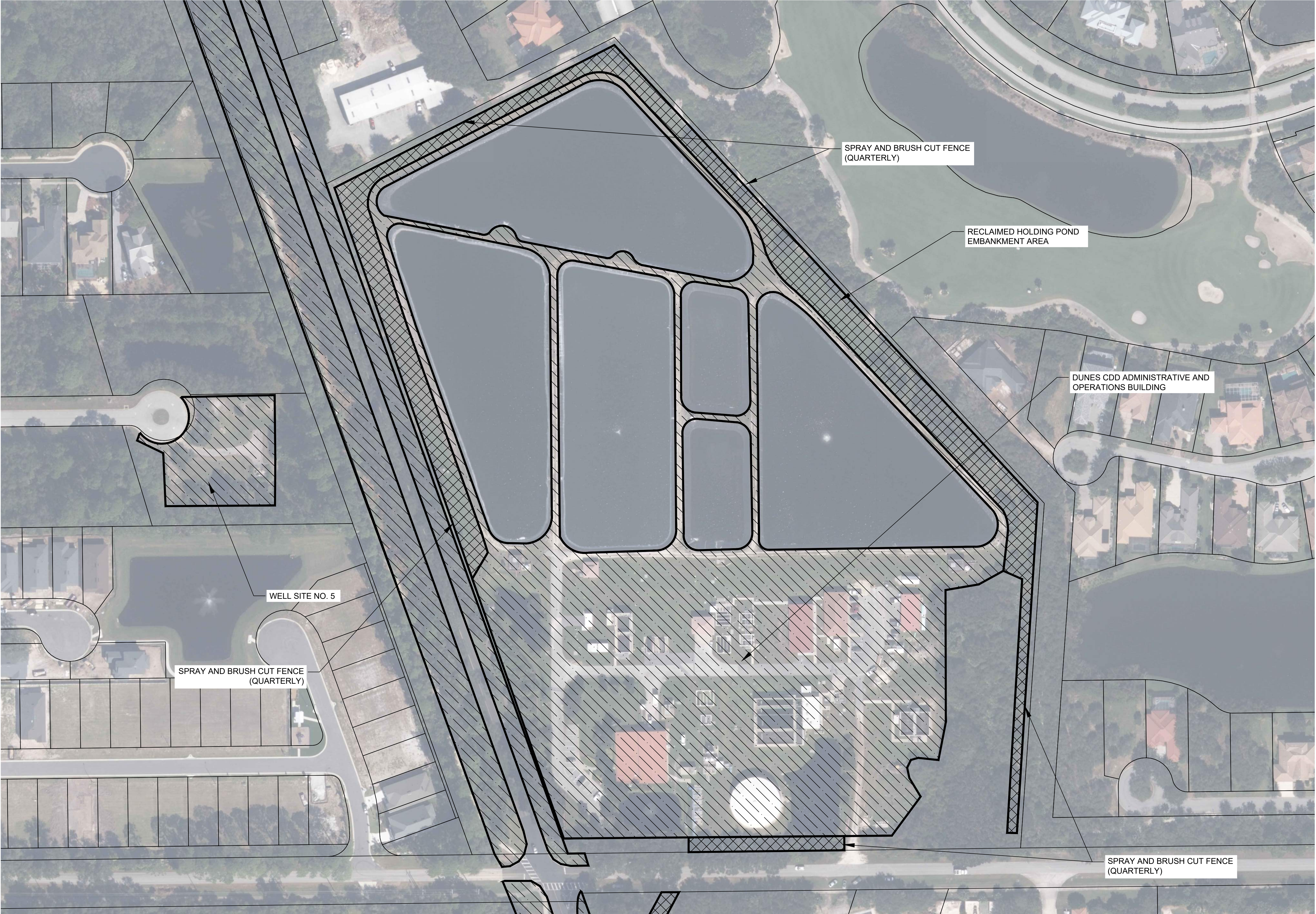
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1" = 100'

500 0 100

WEEKLY/BI-WEEKLY
MAINTENANCE AREAS

QUARTERLY
MAINTENANCE AREAS



PROJECT LANDSCAPE SERVICES RFP	SHEET TITLE LANDSCAPE MAINTENANCE AREA - PLANT SITE				SHEET NO.: EXHIBIT C-3	
	PROJECT NO.: 2026-02	DESIGNED BY: JJO	DRAWN BY: JJO	CHECKED BY: GP	DATE: 07-01-2026	SCALE: 1" = 80'