

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Howard K. Coates, Jr., Councilman
Anne Gerwig, Councilwoman

Manager
Paul Schofield

ITB No. 016-14/DZ

Title: Landscape Maintenance Services - Lift Stations and Well Point Sites

Bid Opening Date: May 13, 2014 at 10:00am

Addendum Date: April 29, 2014

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for the Landscape Maintenance Services - Lift Stations and Well Point Sites. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

1. **Question:** Can you please confirm the number of total sites/areas for this bid?

Response: This bid consists of 121 areas (103 lift stations and 18 well-point sites).

2. **Question:** Can you please provide the bid tabulation from the last time this was bid?

Response: Attached please find the bid tabulation from 2012. In addition, attached are informal quotes Wellington solicited in 2013, but never awarded due to pricing being over Wellington's formal bid threshold.


3. **Question:** Who is currently maintaining the sites?

Response: Wellington is currently maintaining the areas.

4. **Question:** We are unable to read all of the lift station locations on the map provided. Can you please provide the locations as a separate document?

Response: Attached please the lift station location.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.



Signature of Bidder Acknowledging Receipt of
Addendum No. (1) One to be attached in front of Bid

Council

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ITB No. 016-14/DZ

Title: Landscape Maintenance Services - Lift Stations and Well Point Sites

Bid Opening Date: May 13, 2014 at 10:00am

Addendum Date: May 6, 2014

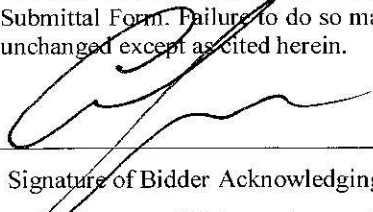
ADDENDUM NO. TWO

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for the Landscape Maintenance Services - Lift Stations and Well Point Sites. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

1. **Question: I see the total # of sites is 121 sites; 103 lift stations and 18 Well Point sites. Does someone within the Village of Wellington have the total acres for these sites?**

Response: Only two of the 121 sites require mowing and the acreage for those sites (Wells 29 & 30) were attached to the bid documents. The remaining 119 sites only require weed control and/or hedge trimming. Approximately 90% of the sites have hedges to be maintained. Herbicide may be used at the lift station sites, but MAY NOT be used at any wellpoint sites.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.



Signature of Bidder Acknowledging Receipt of
Addendum No. (2) Two to be attached in front of Bid

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone: (561) 791-4055/Fax: (561) 904-5817	Wellington <h2 style="margin: 0;">INVITATION TO BID</h2> <p>COMMODITY/SERVICE</p>
BID TITLE: Landscape Maintenance Services – Lift Stations and Well Point Sites		BID NO: ITB #016-14/DZ

NAME OF FIRM, ENTITY, or ORGANIZATION: Wellington Pro Lawn dba. Corporation - G & E Lawn Care Inc				
NAME OF CONTACT PERSON: Geoff Phillips		VENDOR MAILING ADDRESS: P.O. Box 1136		CITY: Loxahatchee
		ZIP: FL		STATE: 33470
TITLE: President		VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT): -		CITY: -
		ZIP: -		STATE: -
PHONE NUMBER: 561-790-5296		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 65-0060475		
EMAIL ADDRESS: wellprolawn@care@aol.com		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE): n/a.		
FAK NUMBER: 561-790-1861				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
If Corporation, please provide the following:				
(A) Date of Incorporation: <u>June 9th 1988</u> <small>Month / Day / Year</small>		(B) State or Country of Incorporation: <u>FLORIDA.</u>		

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

	Geoffrey Phillips, President	President
AUTHORIZED SIGNATURE (MANUAL)	AUTHORIZED SIGNATURE (PRINT OR TYPED)	TITLE (PRINT OR TYPED)

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	April 28, 2014
Number of Bid Hard Copies Including Original	One (1) Original and One (1) PDF - CD	N/A
Questions from Bidders to Warrant Response/Addendum	6:00pm	May 6, 2014
Bids Received By – (Deadline & Opening)	10:00pm	May 13, 2014
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative/DemandStar.com/Clerk's Office	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- | | | |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 4. Technical Specifications | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders | 5. General Terms and Conditions | Instructions and Forms |
| 3. Special Terms and Conditions | 6. General Instructions to Bidders | |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
 - (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
 - (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
 - (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
 - (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).
6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

- 1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 **PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. Prices negotiated during renewal terms shall remain firm and fixed for the duration of the renewal period. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
- 4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
 - (a) **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.
 - (b) **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
 - (c) **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
 - (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of

after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.

- 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Officer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

- 13 LOBBYING/CONE OF SILENCE:** Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted

by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 90 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:

(1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;

(2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

(d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

(e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

(f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.

- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.

- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.

- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

- 21 **ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 22 **QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 **BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 **CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
 - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
 - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 **INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 **FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 **BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 29 **APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 **ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 **LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 **OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35 CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
- 36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).
- 37 PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announced, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07
- Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.
- 38 TIE BIDS:** If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:
- (a) Delivery time – time for performance, if provided in the bid or proposal
 - (b) Certification of a "Drug Free Workplace Program" which meets the criteria established in F.F., Section 287.087
 - (c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.
- 39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
- 40. PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for Landscape Maintenance Services for Lift Stations and Well Point Sites.

TERM OF CONTRACT: The initial term of the contract awarded shall be for three (3) years from the effective date of the contract and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually, not to exceed a maximum of two (2) years.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on proposer's cost increase not to exceed five percent (5%). A written notice sent to the Village for approval of any increase prior to renewal accompanied by proposer's documentation to substantiate need for price increase. No more than one price increase will be accepted during any renewal period.

The proposer may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 5% or more, the proposer is required to extend to the Village a price decrease equal in percentage to the percentage of the index.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit ITB. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington reserves the right to extend automatically any contract for a period not to exceed ninety (90) calendar days in order to provide Wellington with continual service while a new contract is solicited, evaluated and/or awarded

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

QUALIFICATIONS OF BIDDERS: Failure to submit the following requested information may result in bidder's bid being considered non-responsive.

1. A minimum of three (3) references that list a brief description of same type of work with similar requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, phone numbers, and e-mail addresses of owners. Bidders must only provide references they have worked with a minimum of one (1) year. References provided shall show similar requirements to that referenced in the bid.
2. Bidder to list equipment to be utilized. The Equipment list shall be up to date and shall include brand name and model numbers.
3. List the specific number of workforce and their titles to be assigned to this contract.
4. Wellington will not award this contract to any bidder who cannot provide evidence that their firm has been in business for a minimum of three (3) years, excluding any affiliates or parent companies. Bidder shall indicate number of years their firm has been in business.
5. Bidder shall have a primary phone line during regular work hours from Monday through Friday 7:00 AM -6:00 PM. Bidder shall indicate the primary phone number.
6. Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing landscape maintenance services and who can provide evidence that they have established a satisfactory record of performance for a sufficient fleet of equipment to ensure they can satisfactorily execute the services under the terms and conditions stated herein in accordance with all local, state and County laws and ordinances. The term 'equipment and

organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by Wellington.

7. Wellington reserves the right, before awarding the Contract to require bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of the bidder, including past experience with Wellington.
8. As part of the bid evaluation process, Wellington may conduct an investigation of references. Bidder's submission of a Bid constitutes acknowledgement of the process and consent to investigate. Wellington is the sole judge in determining Bidder's qualifications.
9. Wellington is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the lowest responsive and responsible bidder licensed and qualified by experience to do the work herein. Successful bidder shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with Wellington may be used in the evaluation process in determining recommendation for award.

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$300,000 general aggregate, \$300,000 per person, \$300,000 each occurrence and \$300,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$300,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: Danielle Zembrzusi dzembrzusi@wellingtonfl.gov 561-791-4055.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5817, EMAIL dzembrzusi@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

PROPOSAL SECURITY: Bid bond in the amount of 5% of the annual lump sum price is required. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety.

DETAILED REQUIREMENT – SCOPE OF SERVICE

1. SCOPE OF SERVICES

- 1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Wellington's Lift Station and Well Point Sites.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each area, conducive with a safe, neat, and clean environment.

2. GENERAL REQUIREMENTS

All areas and frequencies listed in the Bid Tabulation Sheet and Calendar shall be maintained according to the following standards for policing and mowing.

- 2.1. To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.
- 2.3. To provide all materials specifically required by this Contract.
- 2.4. To promptly notify the Landscape Supervisor or his appointee of any evidence of pest infestation.
- 2.5. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.6. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.
- 2.7. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.
- 2.8. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.
- 2.9. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.
- 2.10. All Lift Stations and Well-Points shall be mowed 12 times per fiscal year (October 1 thru September 30th). All hedges shall be trimmed twelve (12) times per fiscal year, (once per month).
- 2.11. Lift Stations and Well-Point sites shall be kept **'weed free' at all times.**
- 2.12. There shall be no mowing on holidays or Sundays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.
- 2.13. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington.

- 2.14. All mowing equipment shall display name of company so it can be easily seen.
- 2.15. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington to schedule a meeting at the site.
- 2.16. Mowing supervisor shall be available at all times for phone contact by owner (Monday through Friday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1. Absolutely no grass shall be blown into waterways, inlets, roads, etc.
- 3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.
- 3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.
- 3.4. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.
- 3.5. All grounds maintenance debris generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

4. LITTER

- 4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.
- 4.2. All grounds maintenance debris shall be removed from the canal banks, slopes, equestrian trails and grounds immediately following each service.
- 4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this *Contract*.
- 4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. OTHER

The contractor will not be responsible or liable for the condition of the landscape due to:

- 5.1. Drought
- 5.2. Freeze
- 5.3. Storm Damage
- 5.4. Other acts of nature
- 5.5. Malnutritional demise if fertilization is excluded
- 5.6. Traffic mishaps

6. NEW LOCATIONS AND/OR ADDITIONAL WORK, DELETION OR LOCATIONS AND/OR SERVICES

- 6.1. When requested, the Contractor shall furnish a written cost proposal for additional services and/or materials, as needed. Wellington also reserves the right to add, delete or change the scope of work, as needed. The Contractor shall receive written notification prior to any changes and prices will be negotiated accordingly.
- 6.2. The Contractor shall furnish a written cost proposal to provide landscape maintenance for new/additional locations. The new/additional locations shall be maintained in accordance with the statement of work in this proposal or one written specifically for the new/additional location.

7. Schedule

7.1 All Lift Stations and Well-Points shall be mowed twelve (12) times per Fiscal Year (October 1st – September 30th), adhering to the following schedule;

Lift Stations and Well-Points (12 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	1	1	1
Month	April	May	June	July	August	September
Cycles per month	1	1	1	1	1	1

SCHEDULE OF VALUES

#	Area	Acreage	Maintenance Area	Detail No./Section	Cost Per Cut
1	Lift Stations	N/A ac	This includes all Lift Stations as indicated on the 'Lift Station & Well-Points Locations' map. There are 103 Lift Stations total.	N/A	\$ 2060
2	Well Points	N/A ac	This includes all Well Point locations as indicated on the 'Lift Station & Well-Points Locations' map. There are 18 Well-Points total.	N/A	\$ 440
	Total Acreage (approx.)	N/A ac	Total Cycle Cost (a cycle = all 130 areas mowed (cut) and maintained)		\$ 2500
			Total Cost for 12 Cycles Per Fiscal Year (Total Cycle Cost x 12)		\$ 30,000

Notes: 1. One cycle consists of 100% completion of the One hundred twenty one (121) areas listed.

2. Cost per cut shall include the following: mowing, edging, trimming, weed & litter removal, plant & hedge trimming, weed eating and grass clipping removal.

3. Wellington reserves the right to add/delete the number of cycles and/or number of cuts for a particular area. Cuts and/or cycles may be adjusted up or down utilizing the per cut pricing provided to the awarded proposer.

4. Locations of all lift stations and active well point sites to be maintenance are shown on the attached map. A detailed aerial was created for Wells 29 and 30 as they are the largest well point sites.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order

YES ☒ NO ☐ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES ☒ NO ☐ 2. Bid Acknowledgment Cover Sheet

YES ☒ NO ☐ 3. Acknowledgment of addendums (if any)

YES ☒ NO ☐ 4. Bid Bond/Surety

YES ☒ NO ☐ 5. Bid Submittal

YES ☒ NO ☐ 6. Schedule of Value

YES ☒ NO ☐ 7. Equipment List

YES ☒ NO ☐ 8. List of Workforce

YES ☒ NO ☐ 9. Questionnaire and References

YES ☒ NO ☐ 10. Drug Free Workplace

YES ☒ NO ☐ 11. Sworn Statement under Section 287.133(3) (a)

YES ☒ NO ☐ 12. Wellington Local Preference Form

YES ☒ NO ☐ 13. Conflict of Interest Statement

YES ☒ NO ☐ 14. Insurance Certificates

YES ☒ NO ☐ 15. Copy of Appropriate Licenses

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Wellington Pro Lawn

(Vendor)

agrees to provide Landscape Maintenance Services for Lift Stations and Well Point Sites in accordance with the requirements and specifications of the Bid Documents for Wellington as specified herein for Landscape Maintenance Services for Lift Stations and Well Point Sites

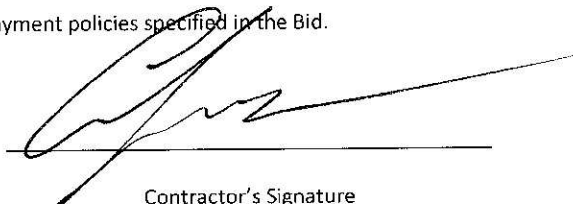
Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Contractor's Signature

Dated this 12th day of MAY, 2014
(Month) (Year)

BID BOND

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

KNOW ALL MEN BY THESE PRESENTS, that we Geoffrey Phillips

as Principal, hereinafter called the Principal, and Wellington Pro Lawn.

a corporation duly organized under the laws of the State of FLORIDA as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Wellington, Purchasing Dept., 12300 W. Forest Hill Boulevard, Wellington, FL 33414

as Oblige, hereinafter called the Oblige, in the sum of Five Percent (5%) of amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for **ITB# 016-14/DZ – Lift Stations and Well Point Sites**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed

Geoffrey Phillips

GAC Per Cue

Witnesses:

David E Jimenez

Seal



Seal

David E Jimenez

By: David E Jimenez

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 25 years
2. What is the last project of this nature that you have completed?
Current contractor V of W - Similar Contracts completed over last ten years.
3. Have you ever failed to complete work awarded to you? If so, where and why? NO
4. Name three individuals or corporations for which you have performed work and to which you refer:

<u>First Service Management Fairlane Farms Road 561-795-7757 john.newsone@fsresidential.com</u>			
Name	Address	Phone	Email
<u>Sal Spano</u>	<u>P.B. Polo Club</u>	<u>561-596-9412</u>	<u>spano@pbpolo.com</u>
Name	Address	Phone	Email
<u>Eva Disisto</u>	<u>A+E Management</u>	<u>561-729-9369</u>	<u>eva@agoffices.com</u>
Name	Address	Phone	Email
5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
Primary Roadways	Village of Wellington	\$738,360	9-30-2016	20%
Secondary Roadways	Village of Wellington	\$293,760	9-30-2016	20%
Canal / Trail Maintenance	Village of Wellington	\$648,135	9-30-2016	20%

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>NONE</u>	

8. What equipment do you own that is available for the work?

Equipment Type	Equipment Type
<u>Mobile weed control ATV</u>	
<u>20 lawn mowers, 20 weedeaters, 10 blowers</u>	
<u>Everything needed to complete all work</u>	

9. What equipment will you purchase for the proposed work? NONE

10. What equipment will you rent for the proposed work? None
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Geoffrey Phillips - 25 years experience
12. The address of principal place of business is 3132 Fortune Way Dr,
Wellington, FL 33414
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____
Geoffrey Phillips - Sole Officer
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. _____
None
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. _____
None
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). _____
None
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. _____
None
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. _____
None
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. _____
NO
20. List and disclose any and all business relations with any members of Wellington Council. _____
None.

Workforce


Working owner, 3 project managers, 8 crew chiefs, 40 landscape workers.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the 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. We inform employees about the dangers of drug abuse in the workplace, the business's 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. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, 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 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. We 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. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 to Village of Wellington
[print name of the public entity]
by Wellington Pro Lawn for Geoffrey Phillips / President
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is 3132 Fortune Way D.S. Wellington FL 33414
and (if applicable) its Federal Employer Identification
Number (FEIN) is 65-0060475 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- 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 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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 or applies to bid 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.

6. 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 are active in management of the entity, nor any affiliate of the entity has been charged with and 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 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.

☐ The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLA
COUNTY OF PALM BEACH

[Signature]
[signature]
5/13/2014
[date]

Subscribed and Sworn to (or affirmed) before me on May 13, 2014 by Geoffrey Phillips
[date] [name]

He/she is personally known to me or has presented FIA Drives. P412-29654-261-0 as identification.
[type of identification]

[Signature]
[Notary's Signature and Seal]

Dori L Hammesfahr
Print Notary Name and Commission No.



**APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH
VILLAGE OF WELLINGTON, FLORIDA'S LOCAL PREFERENCE POLICY**

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☒ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: Wellington Pro Lawn
2. The address of the business is: 3132 Fortune Way D8, Suite D8 Wellington
3. How long has the business been located at its current address: Same office park for seven years
4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:
5. The previous name of the business is: n/a
6. The previous address of the business is: n/a.

7. How long was this business at the previous location: n/a

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☒ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - 65-0060475 Applicants Business Address 3132 Fortune Way, D8,
Wellington FL 33414

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: Geoffrey Phillips

Title: President

Date: 5-13-2014

CITY OF: Royal Palm Beach

COUNTY OF: Palm Beach

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 13 day of May, 2014, by FLA Drivers,
Geoffrey Phillips. He/She is personally known to me or has presented 7412-376-54-2610 as
identification.

Dora Hernandez

(Signature of Notary)



Notary Public Florida

Notary Seal

(State)

Signature of Individual if Sole Proprietor:

Print Name:

Date:

CITY OF:

COUNTY OF:

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by

_____. He/She is personally known to me or has presented _____ as
identification. (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public

(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

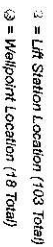
THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

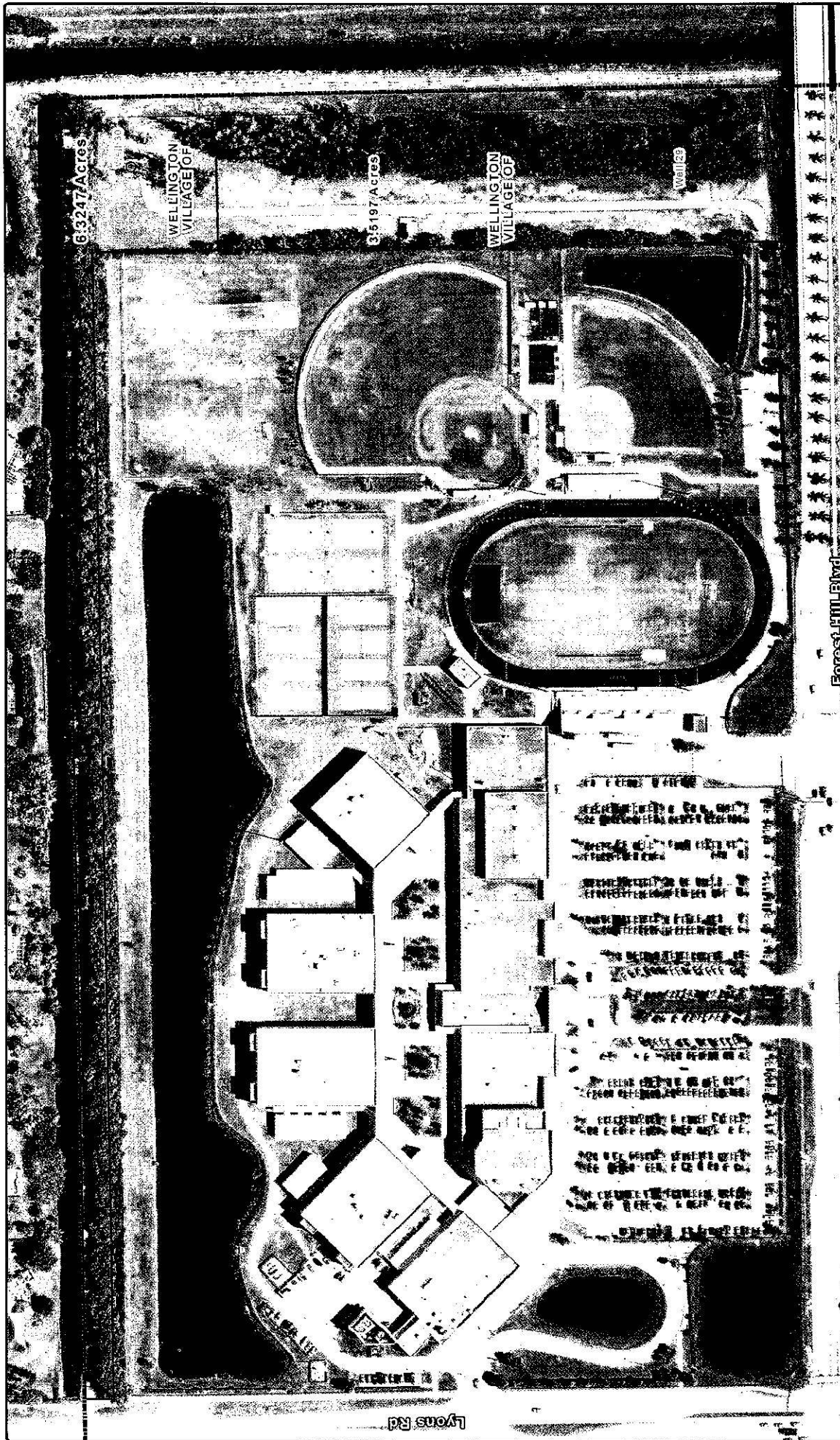
Wellington Pro Lawn
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Geoffrey Phillips
NAME (PRINT OR TYPE)

President
TITLE

[illegible]



Well 29 and Well 30 ● Water Network Structure <input type="checkbox"/> Parcels <input type="checkbox"/> Wellington	
Subject Area Village of Wellington Palm Beach County, FL	
	
SHEET NO. 1	DATE 08/20/13 DRAWN By: J. Smith REVISIONS 1

State of Florida

Department of State

I certify from the records of this office that G & C CAR CARE, INC. is a corporation organized under the laws of the State of Florida, filed on June 9, 1988.

The document number of this corporation is M84642.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 12, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of January, 2014*



Ken Detjen
Secretary of State

Authentication ID: CC8302207255

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

State of Florida

Department of State

I certify from the records of this office that WELLINGTON PRO LAWN is a Fictitious Name registered with the Department of State on June 11, 2007.

The Registration Number of this Fictitious Name is G07162700185.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on July 16, 2012, and expires on December 31, 2017.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of July, 2012*

Ken DeFina

Secretary of State



Authentication ID: 900237499159-071712-G07162700185

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

11360 FORTUNE CIRCLE #E6A
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0146 CW IRRIGATION SPRINKLER	PHILLIPS GEOFFREY	U20444	B13.1387409 - 07/16/13	\$185.85	B40154792

This document is valid only when receipted by the Tax Collector's Office.

B2 - 395

WELLINGTON PROFESSIONAL LAWN CARE
 WELLINGTON PROFESSIONAL LAWN CARE
 PO BOX 1134
 LOXAHATCHEE, FL 33470-1134



STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200707408
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

11360 FORTUNE CIRCLE #E6A
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0029 LAWN & LANDSCAPE MAINTENANCE	PHILLIPS GEOFF PRES		B13.1387411 - 07/16/13	\$33.00	B40154793

This document is valid only when receipted by the Tax Collector's Office.

B1 - 395

WELLINGTON PROFESSIONAL LAWN CARE
 WELLINGTON PROFESSIONAL LAWN CARE
 PO BOX 1134
 LOXAHATCHEE, FL 33470-1134



STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200626739
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

11360 FORTUNE CIRCLE #E6A
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	PHILLIPS GEOFFREY	U20444	B13.1387407 - 07/16/13	\$99.00	B40154794

This document is valid only when receipted by the Tax Collector's Office.

B3 - 394

WELLINGTON PROFESSIONAL LAWN CARE
 WELLINGTON PROFESSIONAL LAWN CARE
 PO BOX 1134
 LOXAHATCHEE, FL 33470-1134

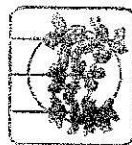


STATE OF FLORIDA
PALM BEACH COUNTY
2013/2014 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200626738
EXPIRES: SEPTEMBER 30, 2014

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

WELLINGTON



LOCAL BUSINESS TAX RECEIPT

2013-2014

2014

12300 FOREST HILL BLVD
(561) 791-4000

LOCATION ADDRESS

DBA: WELLINGTON PROF LAWN CARE

APPLICANT:

Address: 11360 FORTUNE CIR 06A

WELLINGTON FL 33414

CLASSIFICATION: LANDSCAPE & HORTICULTURAL SERVICES

MAILING ADDRESS:

WELLINGTON PROF LAWN CARE

P O BOX 1134

LOXAHATCHEE FL 33470



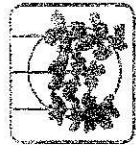
BUSINESS TAX RECEIPT: 14-00000032

EXPIRES: September 30, 2014

ORIGINAL ISSUE DATE: August 05, 2013

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

WELLINGTON



LOCAL BUSINESS TAX RECEIPT

2013-2014

2014

12300 FOREST HILL BLVD
(561) 791-4000

LOCATION ADDRESS

DBA: WELLINGTON PRO LAWN CARE

APPLICANT: GEOFFREY PHILLIPS

Address: 11360 FORTUNE CIR 06A

WELLINGTON FL 33414

CLASSIFICATION: IRRIGATION

MAILING ADDRESS:

WELLINGTON PRO LAWN CARE

P O BOX 1134

LOXAHATCHEE FL 33470



BUSINESS TAX RECEIPT: 14-00003126

EXPIRES: September 30, 2014

ORIGINAL ISSUE DATE: August 05, 2013

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS



CERTIFICATE OF LIABILITY INSURANCE

WELLI-1

OP ID: JF

DATE (MM/DD/YYYY)

03/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

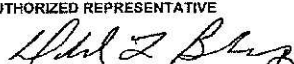
PRODUCER R.V. Johnson Insurance 400 N. Cypress Drive, Suite 24 Tequesta, FL 33469 Donald L. Brady		Phone: 561-745-8894 Fax: 561-745-8871	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	G & C Car Care Inc DBA Wellington Professional Lawn Care PO Box 1134 Loxahatchee, FL 33470	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Old Dominion Insurance Co.		40231
		INSURER B : FCCI Insurance Company		20141
		INSURER C : Ohio Casualty Group		24074
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY		MPG68918	03/01/2014	03/01/2015	EACH OCCURRENCE	\$	1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$	10,000			
						PERSONAL & ADV INJURY	\$	1,000,000			
						GENERAL AGGREGATE	\$	2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPI/OP AGG	\$	2,000,000			
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$				
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$				
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
							\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	001WC13A55684	09/06/2013	09/06/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
C	License Bond		3708519	09/30/2013	09/30/2015	Bond		2,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Fax: 561-790-1861

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE Village of Wellington Planning & Zoning Dept. 14000 Greenbriar Blvd Wellington, FL 33414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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