



ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for **ITB #202030 – Annual Drainage Infrastructure Inspection, Cleaning and Repair Contract**.

All Bids must be received, no later than **August 19, 2020 at 11:00 am. local time**, at which time all Bids will be publicly opened and read.

Bids may be submitted electronically through the Village of Wellington’s bid portal or delivered/mailed to the Clerk’s Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington’s bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk’s Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk’s Office does not constitute “receipt” as required by this solicitation. The Clerk’s Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, (“Owner”).

Bid Documents may be downloaded online at www.demandstar.com or at www.wellingtonfl.gov/purchasing starting on **July 29, 2020**.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

Payment and performance bonds shall be required for each project over \$200,000, guaranteeing to the Owner the completion and performance of the project covered in this Contract, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington
ATTN: Clerk’s Office
12300 Forest Hill Blvd
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 202030 – Annual Drainage Infrastructure Inspection, Cleaning and Repair Contract.

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington’s Purchasing Division: Emma Ramirez, Phone 561-791-4021 or email eramirez@wellingtonfl.gov.

Publish: Palm Beach Post – July 29, 2020

Account #9-657448

BID 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)_____

Wellington
INVITATION TO BID
COMMODITY/SERVICE

BID TITLE:
Annual Drainage Infrastructure Inspection, Cleaning and Repair Contract

BID NO:
ITB #202030

NAME OF FIRM, ENTITY, or ORGANIZATION:

NAME OF CONTACT PERSON

VENDOR MAILING ADDRESS:

CITY:

ZIP:

STATE:

TITLE

VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):

CITY:

ZIP:

STATE:

PHONE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):

EMAIL ADDRESS:

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)

FAX NUMBER:

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation

Partnership

Proprietorship

Joint Venture

Other

If Corporation, please provide the following:

(A) *Date of Incorporation:* _____
Month / Day / Year

(B) *State or Country of Incorporation:*

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	July 29, 2020
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 pm.	August 10, 2020
Bids Received By – (Deadline & Opening)	11:00 am. Local Time	August 19, 2020
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative	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 | 5. General Terms and Conditions | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders | 6. General Instructions to Bidders | Instructions and Forms |
| 3. Special Terms and Conditions | | |
| 4. Technical Specifications | | |

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.
7. **QUALIFICATIONS OF BIDDERS:** Bidder shall have been in business and have a minimum of 10 years experience in providing the services specified under this solicitation. Bidder shall be properly licensed for the work to be performed under this solicitation.

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:** 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.
- 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):** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form.
 - (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 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 contract, the Purchasing Division will notify the bidder three (3) days (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/Offeror 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.
- 9 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.
- 10 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 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 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.

- 11 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.

- 12 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 120 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.

- 13 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 PAYMENT BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE:** After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a payment, performance bonds (if required) and certificate of insurance in the amount specified in Special Conditions.
- 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 acceptance of services, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order. 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 announce, 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

- 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 if 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 ITB 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.
- 41. CONTRACTOR RESPONSIBILITY:** Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The Village shall provide notice, in writing, to the Contractor of the Village’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Village’s determination of false certification was made in error then the Village shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725

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 the **Annual Drainage Infrastructure Inspection, Cleaning and Repair Contract** as specified herein.

TERM OF CONTRACT: The term of the contract shall be for three (3) years from date of award, 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 (subject to the appropriation of funds), not to exceed a maximum of 5 year renewals.

Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

A Notice to Proceed will be issued and will include the project start date, substantial completion date and final completion date. Any project not completed by the agreed dates shall be subject to liquidated damages. Contractor shall advise the Village of adverse weather conditions (rain days) with 48 hours that affect work schedule and adjustments shall be made, if warranted.

After receiving a notice to proceed with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee.

LIQUIDATED DAMAGES FOR DELAY: The parties agree that time is of the essence in the performance of this Contract. Substantial Completion of the Work under this Contract shall be no later than the Substantial Completion agreed upon in the Notice of Proceed, subject to authorized extensions of time as set forth in this Contract. In the event the Work is not substantially completed by the completion date in Notice of Proceed, the Village shall be entitled to collect liquidated damages. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of Five Hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work within the time specified in this Contract is not a penalty and not excessive in light of the circumstances known to the parties at the time this Contract is executed. The Village's exercise of its right to terminate this Contract shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Village, estimated at or before the time of executing this Contract.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

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.

In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors. The selected awardee(s) shall be bound by all terms, conditions, and requirements in these documents and is hereby placed on notice that acceptance of this bid by Wellington shall constitute a binding contract.

Wellington intends to award a contract(s) to the lowest, responsive, responsible bidder(s) to create a pool of multiple, qualified, vendors for the specified services within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.**

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. Project estimates shall strictly be based on Wellington's Schedule of Values. Projects will be assigned to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. No project shall begin without a Purchase Order and Notice to Proceed issued by Wellington.

PAYMENT: Payment will be made upon receipt and acceptance of the complete project. No down or partial down payments will be made.

BONDS: A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms) attached hereto and made a part hereof. The Payment and Performance Bond required herein shall be in conformance with Florida Statutes 255.05, approved by Village, executed by a surety company shown in the United States Treasury list of approved companies and authorized to do business in the state of Florida.

Payment and performance bonds shall be required for each project over \$200,000 , guaranteeing to the Owner the completion and performance of the project covered in this Contract, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.

Such Bonds shall continue in effect for one (1) year after completion and acceptance of any Project whereby this contract was utilized, with liability equal to one hundred percent (100%) of the project amount surety.

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: The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

Village of Wellington

c/o Insurance Tracking Services, Inc. (ITS)
400 Oceangate, Suite 450
Long Beach, CA 90802

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

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 - \$1,000,000 general aggregate, \$1,000,000 per person, \$1,000,000 each occurrence and \$1,000,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 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: Emma Ramirez at eramirez@wellingtonfl.gov or 561-791-4021.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing via email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL eramirez@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 and services supplied to be in compliance with the specifications. **Any and all services found not to be in compliance must be removed immediately and replaced at bidder's expense.**

COMPLETE PROJECT REQUIRED: These specifications describe the product and services 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

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the “Questionnaire” included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Completion of the project for Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the products and services meets contract specifications and conditions. The products and services will be inspected and accepted by the using Department. Product and services must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to correct work found unacceptable. After notification, the successful bidder will have three (3) working days to respond and make the necessary arrangement to correct the work. Products or services not in compliance with bidder specifications are not eligible for, or considered complete until corrections have been accomplished and in compliance.

GENERAL SPECIFICATIONS AND REQUIREMENTS

1.0 PROJECT SCOPE OF SERVICES

The work shall include, but is not limited to, general maintenance/repair services for storm drainage infrastructure (pipes and structures). Work to be performed by the contractor includes, but is not limited to: furnishing all labor, materials, equipment, tools, transportation, maintenance of traffic, supplies, and supervision to complete the authorized work.

2.0 GENERAL

- A. CONTRACTOR will notify OWNER 48 hours prior to commencement of work.
- B. OWNER will provide CONTRACTOR access to sites.
- C. CONTRACTOR shall police all work sites regularly to ensure they are kept free of trash and debris.
- D. No fuel or equipment may be stored on-site unless approved in advance by the OWNER.
- E. Prior to engaging in any discussions with other entities, such as the news media, pertaining to the Contract, CONTRACTOR shall notify the OWNER.
- F. CONTRACTOR will have a supervisor equipped with a radio, phone or paging device so the OWNER will have 24 hour contact if problems arise in field operations.
- G. CONTRACTOR will make personnel available for emergency work 24 hours a day 7 days a week.
- H. CONTRACTOR shall not subcontract more than 25% of the contract amount and shall perform a minimum of 75% of the work within their own organization, unless authorized in advance by OWNER.
- I. Upon receipt of a request for proposal (RFP), by phone or in writing, CONTRACTOR is required to respond within 72 hours or within the time specified in the RFP.
- J. CONTRACTOR shall adhere to all OSHA standards.
- K. CONTRACTOR shall utilize and comply with all Wellington specification and details as found in the current Wellington Engineering Standards Manual.

3.0 CLEANING/PIPE AND HEADWALL REPAIR/DIVING

Under water inspection of pipes and structures shall be performed by experienced personnel trained in evaluating structural breaks, bad joints, and obstacles, by man entry and/or closed-circuit television. Dive crews shall obey all Occupational Health and Safety Administration (OSHA) rules which apply to confined-spaces and diving operations.

The Contractor may not dewater a Wellington or Acme Improvement District –owned drainage system for cleaning or repair purposes without the prior written approval of Wellington.

The Contractor may not install a plug in a Wellington or Acme Improvement District drainage system without the prior written approval of Wellington.

Before the completion of any project, the Contractor shall reinstate, to original conditions, the Project area affected by the operations.

The Contractor is solely responsible for the appropriate, legal disposal of all waste associated with each project.

The Contractor is solely responsible for obtaining all permits required to perform the project, as applicable.

Any deviations from the work order must be approved in advance and in writing by Wellington of the Acme Improvement District, or their representative designee.

The use of a vacuum truck, suction device, or other appliance as approved by Wellington shall be included in the price for cleaning services.

Specialty cleaning can only be authorized by prior written approval by Wellington.

The Contractor is solely responsible for compliance with all relevant municipal, County, State and Federal regulations in regard to construction practices.

The contractor shall use equipment which is safe and maintained in a good workable condition.

The Contractor is solely responsible for traffic control at no additional cost to Wellington. The Contractor shall furnish all safety barricades, warning lights and other safety devices as may be necessary and appropriate to offer safe operational practices, and adequately protect the public. All traffic control implemented by the Contractor shall comply with the "Manual on Uniform Traffic Control Devices" standards.

4.0 DIVING INSPECTION AND VIDEO LOGS

Wellington may request, pre- and/or post- construction, as part of an inspection, cleaning, installation, slip-lining, or repair of submerged structures or pipes, a DVD or CD of the results of the work to confirm that said structure or pipe is clear of debris. The price of which shall follow the schedule item as provided in the bid proposal. Such requests for video logs and the subsequent production of the DVD are to verify the work and provide a means of linking the results of inspection to Wellington's Geographic Information System (GIS) for permanent storage and access.

At the present time the format has not been determined for recording video inspection logs of its structures. Until the policy of a standard format is adopted the Vendor shall supply any requested video inspection by Wellington.

Inspection reports shall be submitted in printed hard copy and when specifically requested by Wellington in an electronic data format. These records shall include BUT NOT BE LIMITED TO THE FOLLOWING:

1. Correct address/location of structures (eg. Manholes, catch basins, conflict boxes, pipes, etc.)
2. Pipe size, length and material.
3. Footage locations and descriptions of defects such as obstructions, root intrusion, masonry plugs, offset joints, cracked pipe, holes, collapses, sags, laterals, and /or blockages in the pipe.
4. Audio reporting of observations is important and should be clear and concise. Extensive background noise recorded on the audio inspection report is unacceptable.
5. DVD/CD number and index.

The original video DVD/CDs, when specifically requested to be produced as [part of an individual project or inspection, shall be forwarded to Wellington with a report and shall become the property of Wellington/ Up to one additional copy will be provided at no cost to Wellington.

5.0 SCHEDULE OF WORK

The Contractor shall complete the specified work within time negotiated for each project from the date specified in the Notice to Proceed. The time may be extended due to extenuating circumstances and/or unforeseen circumstances. Any time beyond the negotiated time must be approved in writing in advance by the Contract Administrator or designee.

6.0 PAYMENT

Payment for work will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly, based on the work performed during that period. The Contractor will be required to submit a standard Wellington or Acme Improvement District schedule of completion forms for partial payment of accepted work. Specialized pipe rehabilitation services that cannot be adequately provided by the contractor, or resulting from work done under this contract, may be provided by a sub-contractor under the direct supervision of the contract. Such services are to be included in the bid price.

If the need for specialized services is encountered during rehabilitation efforts, this will be handled on a case-by-case basis via change order(s).

7.0 EXPLANATION OF TERMS

Definition of terms is as follows:

- A. TV Inspection refers to the televised inspection of the pipe interior or structure using remote controlled video equipment or a diver. Payment is by the linear foot of travel within the pipe. The unit price varies according to the pipe diameter.

Cleaning refers to removal of enough material to ensure that at least ninety-five percent (95%) of the pipe capacity is restored.

- B. Light Cleaning refers to the removal of $\frac{1}{4}$ diameters or less of sediment or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety five percent (95%) of the pipe capacity is restored. The Village of Wellington may request a video inspection.
- C. Medium Cleaning refers to the removal of between $\frac{1}{4}$ to $\frac{1}{2}$ diameters of sediment of debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. The Village of Wellington may request a video inspection.
- D. Heavy Cleaning refers to the removal of greater than $\frac{1}{2}$ diameters of sand and/or debris from a section of pipe. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning. The Contractor will provide certification that at least ninety-five (95%) of the pipe capacity is restored. The Village of Wellington may request a video inspection.
- E. Specialty Cleaning, such as the removal of masonry plugs, calcite/concrete deposits, roots, or the use of special equipment such as bucket machines will be priced in addition to Light, Medium or Heavy Cleaning as described above. This item will be billed, at a minimum, in 10 foot increments and may be mixed with other types of cleaning.

Specialty Cleaning will only be charged for the footage for which the service was required and for which written approval was authorized. The Contractor must provide certification at completion that at least ninety-five percent (95%) of the pipe capacity is restored. The Village of Wellington may request a video inspection.

- F. Or Equal means the minimum capacity/capability for a piece of equipment which can be charged to the Village of Wellington for that item.
- G. A plug is any obstruction constructed or placed in a structure/pipe to block or limit water flow.
- H. Prior to any slip-lining, Wellington will provide the Contractor with pipe end details. Said details will include, but are not limited to, such things as the removal or treatment of the existing pipe ends, mitered treatment of the new slip-lining and any headwall/rip-rap improvements as may be required.

8.0 MAINTENANCE OF TRAFFIC POLICY

For all projects that are conducted within a Wellington or Acme Improvement District Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

SLIP LINING

SLIP LINING (CULVERT LINING)

- A. Slip lining pipes shall be made of high-density polyethylene resins in accordance with the requirements of ASTM A-3350-02 or later. The cell classification will be 345464C and shall have the Plastic Pipe Institute designation of PE 3408. The liner pipe shall comply with requirements of ASTM F-714 for dimensions and have a maximum DR of 32.5. The liner pipe shall have a smooth, non-corrugated interior and exterior. The liner shall be resistant to the effects of ultraviolet rays. Slip liner shall be installed in accordance with the installation instructions of the manufacturer or as directed by the engineer.

The liner pipe shall be capable of being joined into continuous lengths by an approved method. The joints shall not create an increase in the outside diameter of the liner pipe to eliminate coupling hang-ups. The joints must contain a gasket or sealant and be watertight, capable of handling pressures in excess of 25 feet of head per ASTM D-3212. The joining system for the liner pipe shall be approved by the Project Engineer.

Existing culverts shall be cleaned of all debris and any sharp edges repaired. Care shall be taken when installing slip liners in existing pipes with extruding bolts or hardware so as not to score or damage liner. In some cases it may be necessary to place a skid system in the existing culvert to protect the liner from damage during installation. The skid system shall be installed so as to allow the grout to flow completely around the liner.

The complete liner shall be grouted the entire length between the old pipe and the new liner pipe. The grout shall be foamed with a density of not more than 50 lbs per cubic foot. The grout shall have a strength of 300 psi. The price of the grout is to be included in the linear cost of the slip-lining operation.

The unit price paid for pipe liners shall be by the lineal foot and shall include all work performed on existing Slips, i.e.; installing skid systems so damage is minimal and placing grout.

SPECIFICATIONS FOR CURED-IN-PLACE PIPE (CIPP)

1. INTENT

- 1.1 It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnable flexible tube which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

2. REFERENCED DOCUMENTS

- 2.1 This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and STM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

3. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- 3.1 Since pipeline rehabilitation products are intended to have a 50 year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long term track records will be approved.
- 3.1.1 For an *Installer* to be considered, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 2 (two) years active experience in the commercial installation of the product bid. Acceptable documentation of these minimum installations must be submitted to the Owner.

4. MATERIALS

- 4.1 Tube – The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 4.1.1 The wetout Tube shall have a uniform thickness that, when compressed at installation pressures, will met or exceed the Design thickness.
- 4.1.2 The tube shall be sewn to a size that, when installed, will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretch during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
- 4.1.3 The outside layer of the Tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.

4.1.4 The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

4.1.5 The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

4.1.6 Seams in the Tube shall be stronger than the unseamed felt.

4.1.7 The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.

4.2 Resin – The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that, when properly cured within the tube composite, meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

5. STRUCTURAL REQUIREMENTS

5.1 The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.

5.2 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any recurrence may cause rejection of the work.

5.3 The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM PHYSICAL PROPERTIES

Property	<u>Cured Composite</u>		
	<u>Test Method</u>	<u>per ASTM F1216</u>	<u>(400k Resin)</u>
Modulus of Elasticity	ASTM D-790	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

5.4 The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 and in accordance with the Design Equations in the appendix of ASTM F1216, and the following design parameters:

Design Safety Factor	= <u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design	= <u>1% - 60%</u>
Ovality*	= <u>2%</u>
Enhancement Factor, k	= <u>See Section 5.3</u>
Groundwater Depth (above invert)*	= <u>ft.</u>
Soil Depth (above crown)*	= <u>ft.</u>
Soil Modulus**	= <u>Psi</u>
Soil Density**	= <u>120 pcf</u>
Live Load**	=
Design Condition (partially or fully deteriorated)***	= <u>PD</u>

5.5 Refer to the attached Dimensional Ratio table for specific pipe section requirements, based on the pipe condition, depth, ovality, etc. as computed for the conditions shown, using ASTM F1216 Design Equations.

5.6 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

6. TESTING REQUIREMENTS

6.1 Chemical Resistance – The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

6.2 Hydraulic Capacity – Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

7. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

7.1 It shall be the responsibility of the Owner to locate and designate all access points accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the pipe, the Owner shall institute the actions necessary to do this for the mutually agreed time period. Contractor shall obtain a hydrant meter from Wellington and shall pay for all potable water used at hydrants for cleaning, inversion and other work items requiring water.

7.2 Cleaning of pipes- The pipes shall be clear of all internal debris and all internal debris that will interfere with the installation of CIPP.

7.3 Inspection of Pipelines – Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner.

- 7.4 Line Obstructions – It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional pipe cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner’s representative prior to the commencement of the work and shall be considered as a separate pay item.

8. INSTALLATION

- 8.1 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

- 8.1.1 Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.

After a vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be approved by the owner.

- 8.1.2 Tube Insertion – The wetout tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an approved access point and fully extend to the next designated structure or termination point.
- 8.1.3 Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- 8.1.4 Curing shall be accomplished by utilizing hot water under hydrostatic pressure in accordance with the manufacturer’s recommended cure schedule.

9. INSPECTION

- 9.1 CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- 9.2 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87 1/2 % of the design thickness as calculated in paragraph 5.6 of this documents.
- 9.3 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

10. CLEAN-UP

10.1 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

11. PAYMENT

11.1 Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order for electronic and paper bids.

YES ___ NO ___ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES ___ NO ___ 2. Bid Cover Page

YES ___ NO ___ 3. Acknowledgment of addendums (if any)

YES ___ NO ___ 4. Bid Submittal Form

YES ___ NO ___ 5. Schedule of Value

YES ___ NO ___ 6. Questionnaire

YES ___ NO ___ 7. Drug Free Workplace

YES ___ NO ___ 8. Sworn Statement under Section 287.133(3) (a)

YES ___ NO ___ 9. Wellington Local Preference Form

YES ___ NO ___ 10. Conflict of Interest

YES ___ NO ___ 11. Non-Collusion Affidavit

YES ___ NO ___ 12. Insurance Certificates

YES ___ NO ___ 13. Copy of Appropriate Licenses

BID SUBMITTAL FORM

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

(Vendor)

agrees to provide material and services for the **Annual Drainage Infrastructure Inspection, Cleaning and Repair Contract** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

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 one hundred and twenty (120) 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 _____ day of _____, _____

(Month)

(Year)

COMPLETE THE ATTACHED SPREADSHEET IN EXCEL FORMAT

GENERAL NOTES

1. The unit price for all equipment and trucks shall include the operator, mobilization, fuel, oil, etc.
2. Unless otherwise noted, the following items and services shall be considered incidental and shall not be paid separately, but shall be included in the contract unit pricing:
 - *Mobilization/demobilization
 - *Cleanup
 - *Disposal/tipping fee charges
 - *On-site material transport and disposal
 - *Tools
3. Contractor shall obtain a hydrant meter from Wellington and shall pay for all potable water used at hydrants for cleaning, inversion and other work items requiring potable water.
4. When services are needed for projects, the pool of awarded vendors will be invited to provide a quote for that particular project. Vendors will be notified and given a date and time for site inspection. Failure to attend the site inspection, will forfeit the opportunity to quote on that specific project. Each quote must be reviewed and accepted by Wellington's designee, understanding field adjustments may have to be made due to unforeseen circumstances.
5. Upon acceptance of proposal for each project, a Notice to Proceed will be issued and will include the project start date, substantial completion date and final completion date. Any project not completed by the agreed dates shall be subject to liquidated damages. Contractor shall advise Wellington of adverse weather conditions (rain days) with 48 hours that affect work schedule and adjustments shall be made, if warranted.

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? _____

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete work awarded to you? If so, where and why? _____

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
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

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____

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

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

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? _____
10. What equipment will you rent for the proposed work? _____
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

12. The address of principal place of business is _____

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. _____

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. _____

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). _____

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. _____

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. _____

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. _____

20. List and disclose any and all business relations with any members of Wellington Council. _____

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 by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____ and (if applicable) its Federal

Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. 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 _____

[signature]

COUNTY OF _____

[date]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of

_____, 20___ by _____ as _____ (INSERT TITLE), of

_____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a

corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification

Driver's License # _____ or (other identification) (describe) _____.

Notary Public Signature and Seal

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: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

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: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

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 - _____

Applicants Business Address _____

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

Sign: _____

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ as _____ (INSERT TITLE), of _____ [INSERT NAME OF ENTITY – ie: corporation, limited liability company, etc.], (insert status ie: a corporation existing under the laws of the State of _____), who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public Signature and Seal Print Notary Name and Commission No.

Signature of Individual if Sole Proprietor:

Sign: _____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 202__, 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 _____ Notary Seal (State)

CONFLICT OF INTEREST STATEMENT

This Proposal/Contract (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 Contract 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:

NO CONFLICT:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Contract 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.

POTENTIAL CONFLICT:

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 CONTRACT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Name of Bidder

Print name of designated signatory

Signature

Title

On this _____ day of _____, 20____, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Name Printed)

Residing at _____

My commission expires _____

(Affix Seal Here)

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fuia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

PAYMENT AND PERFORMANCE BOND FORMS

BOND NO: _____

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Wellington, as Obligee, hereinafter called "VILLAGE"; in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract on the ____ day of _____, 20____, with the VILLAGE, Contract Number: _____("Contract") for the _____which Contract is by reference incorporated herein and made a part hereof, and specifically includes provision for liquidated damages and other damages;

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1. Pays VILLAGE all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that VILLAGE sustains because of default by CONTRACTOR under the Construction Contract; and
- 2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Construction Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.

2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action or claim under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect the Surety's obligation under this Bond.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the Village and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Signed and sealed this ____ day of _____, 20__.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By: _____

(Signature)

(Print Name and Title)

____ day of _____, 20__.

CORPORATE SEAL

IN THE PRESENCE OF:

SURETY COMPANY:

By: _____

Print Name: _____

Address: _____

(Street)

(City, State and Zip Code)

Telephone No: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of)

(SEAL)

Corporation

STATE OF FLORIDA

)

) SS

COUNTY OF PALM BEACH

)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known or who has provided _____ as identification, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond(s) on behalf of CONTRACTOR named therein in favor of VILLAGE..

Subscribed and Sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public, State of Florida

Bonded

By: _____

PERFORMANCE BOND

BOND NO: _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ a Corporation, as Principal (hereinafter called Contractor), whose principal business address and telephone number is _____ and _____ organized and existing under and virtue of the laws of the State of Florida, as Surety (hereinafter called Surety), and authorized to transact business within the State of Florida, whose principal business address and telephone number is _____, are held and firmly bound unto the Village of Wellington, a Municipality of the State of Florida, as OBLIGEE (hereinafter called the Village or Obligee), in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the VILLAGE, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, the CONTRACTOR has executed and entered into a Contract, dated the ____ day of _____, 20__, with VILLAGE, Contract Number: _____ (“Contract”), for _____ (“Project”) which is by reference incorporated herein and made a part of this Bond as fully and completely as if set forth herein;

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF CONTRACTOR:

1. In all respects fully, promptly and faithfully complies with the terms and conditions of the Contract; and
2. Indemnifies and saves harmless the above VILLAGE against and from all costs, expenses, damages including liquidated damages, attorney's fees, including appellate proceedings, injury, or loss to which said VILLAGE may be subject by reason of any wrong doing, misconduct, want of care or skill, negligence, failure to complete within the prescribed time, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, its agents or employees, in the execution or performance of said Contract; and
3. Performs the guarantee and warranty of all work and materials furnished under the Construction Contract for the time specified in the Contract;

THEN THIS BOND IS VOID; OTHERWISE IT WILL REMAIN IN FULL FORCE AND EFFECT for the term of the Contract, including any and all warranty periods as specifically mentioned in said Contract.

By incorporating the Contract into its Performance Bond, the Surety agrees that if the Contractor or any party for whom the Contractor is responsible fails to perform any of its obligations pursuant to the Contract, then Surety will be liable to VILLAGE for all damages VILLAGE may sustain and be entitled to in law and pursuant to the Contract. The VILLAGE shall simply give the Surety the same notices that VILLAGE shall be required to give to Contractor of Contractor's Default(s) pursuant to the Contract to trigger Surety's liability. The VILLAGE will not be required to terminate the Contractor to trigger the Surety's liability for the Contractor's Defaults.

The Surety is also obligated to the VILLAGE without duplication for:

1. The responsibilities of the Contractor for correction of defective or deficient work, materials, and completion of the Contract, including all punch list work, the performance of all warranty and guarantee obligations, including those which arise subsequent to substantial and final completion of the Contract,

2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act pursuant to this Bond, and

3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Contractor.

After notice by the VILLAGE of a Contractor Default, the Surety shall be deemed to be in default on this Bond if the Surety fails to take appropriate action to cure the Contractor's Default within fifteen (15) days after receipt of the written default notice from the VILLAGE to the Surety demanding that the Surety perform Contractor's obligations. Should the Surety not take reasonable action to cure the default within fifteen (15) days the VILLAGE shall be entitled to all damages as set forth herein or in the Construction Contract and enforce any other remedy available to the VILLAGE.

The Surety for value received hereby stipulates and specifically agrees that no change involving any extension of time, or alteration or addition to the terms of the Construction Contract or to the Work to be performed, or materials, equipment or supplies to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said Construction Contract shall affect the said Surety's obligation under this Bond and the said Surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Construction Contract or to the Work, or to the Plans, Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Construction Contract or to the work or to the Specifications.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the VILLAGE and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Contractor Default: Failure of the Contractor, which has not been remedied, to perform or otherwise to comply with the Construction Contract.

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this ___ day of _____, 20___, with the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

CONTRACTOR (Principal)

(Typed Name of Contractor)

ATTEST:

By: _____

(Signature of Officer)

(SEAL)

(Typed Name and Title)

SURETY

(Typed Name of Surety)

(Florida Resident Agent)

By: _____

(Signature of Attorney-in-fact. Attach
Power of Attorney)

STATE OF FLORIDA

_____ COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification who has executed this Bond on behalf of _____ Surety and who did (did not) take an oath.

Notary Public, State of Florida

My commission expires Stamp

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.