



ADVERTISEMENT/INVITATION TO BID

Wellington Council is accepting sealed bids for **ITB #108-12/DZ – Landscape Maintenance Services- Roadways and Rustic Ranches**. All Bids must be received, one (1) original and one (1) PDF (CD) copy, at the address below in the **Wellington Clerk’s Office**, no later than **September 6, 2012** at **10:00 a.m. Local time** at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk’s Office does not constitute "receipt" as required by this solicitation. The Wellington Clerk’s time stamp shall be conclusive as to the timeliness of receipt.

Bid Documents may be obtained starting August 15, 2012 online at www.demandstar.com or www.wellingtonfl.gov or by calling Ed De La Vega 561-791-4055. Bid documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

An Optional Pre-bid meeting will take place on August 23, 2012 at 10:00 AM Local Time at Wellington’s City Hall located at 12300 Forest Hill Blvd, Wellington, Florida 33414.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

All 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 ITB #108-12/DZ

Landscape Maintenance Services- Roadways and Rustic Ranches

Bids must be accompanied by a Bid Bond/Security in the amount of five percent (5%) of the Bid and must accompany each Bid in accord with the Instructions to Bidders.

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: Ed De La Vega 12300 Forest Hill Blvd, Wellington, FL 33414: Phone 561-791-4055 or email edelavega@wellingtonfl.gov

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:(561)791-4055/Fax:(561)904-5809	<h2 style="margin:0;">Wellington</h2> <h1 style="margin:0;">INVITATION TO BID</h1> <p style="margin:0;">COMMODITY/SERVICE</p>
BID TITLE: Landscape Maintenance Services –Roadways and Rustic Ranches		BID NO: 108-12/DZ

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 <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
<i>If Corporation, please provide the following:</i>				
(A) Date of Incorporation: _____			(B) State or Country of Incorporation:	
<small>Month / Day / Year</small>				

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

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AUTHORIZED SIGNATURE (MANUAL)	AUTHORIZED SIGNATURE (PRINT OR TYPED)	TITLE (PRINT OR TYPED)
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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	August 15, 2012
Number of Bid Hard Copies Including Original	1 Original and 1 PDF (CD) Copy	N/A
Optional Pre-Bid Meeting	10:00 AM	August 23, 2012
Questions from Bidders to Warrant Response/Addendum	06:00 pm	August 27, 2012
Bids Received By – (Deadline & Opening)	10:00 am (Local Time)	September 6, 2012
Evaluation Committee Meeting (if applicable)	None	N/A
Posted Notice of Intended Award	Tentative/DemandStar.com/Clerk's Office	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	Tentative	Tentative

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> or Wellington's website www.wellingtonfl.gov 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, 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
2. Instruction to Bidders
3. General Terms and Conditions
4. Special Terms and Conditions
5. Specifications
6. General Instructions to Bidders
7. Schedule of Values & Ordering Instructions and forms

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. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

- 1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 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:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. Prices negotiated during renewal terms shall remain firm and fixed for the duration of the renewal period. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
- 4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).

If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.

- A. **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.
 - B. **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.
 - 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 **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and save harmless Wellington and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Wellington. If the bidder uses any design, device or materials covered by letters,

patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- 9 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 10 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/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.
- 11 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within sixty (60) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 12 **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. Interpretations will be made in the form of an addendum with all parties/bidders informed through demandstar.com posting and/or through hard copies when minimal changes are required. Bidder must submit to Wellington Purchasing Division at least ten (10) 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.
- 13 **DISPUTES:** Any person aggrieved by the decision of the Director of Office of Financial Management and Budget (OFMB) or his/her designee, may appeal to Wellington Manager within seven (7) days from the date of the Director of OFMB or designee's written decision. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of Wellington Manager. Wellington shall issue a Formal Addendum if substantial changes which impact the technical submission of bids are required. A copy of such Addendum will be sent to each bidder receiving the Invitation to Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.
- 14 **LIMITATIONS ON VENDOR CONTACT WITH CITY DURING SOLICITATION PERIOD:** Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and Council award, any City of Wellington employee or official concerning any aspect of this solicitation, except in writing to the Purchasing Division or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- 15 **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.

Wellington will evaluate Primary Roadways, Secondary Roadways and Rustic Ranches independently. Wellington reserves the right to award each area independently. Bidders may submit pricing for one, two or all three areas. When submitting pricing for any area, bidders must bid on all items in that area. Each area shall be awarded to the lowest, responsive and responsible Bidder, taking into consideration pricing, experience, staffing, equipment, materials, references and past performance.

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 Resolution No. R2009-91 Section 2.12.F 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.
- 16 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.
- 17 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.
- 18 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.
- 19 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, as amended, and the failure to comply with this condition 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.
- 20 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.
- 21 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 22 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.
- 23 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.
- 24 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 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. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the suppliers' negligence.
- 25 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** See Special Terms and Conditions section of the RFP.

- 26 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.
- 27 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **Purchase Orders.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Wellington directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. 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. Fla. Stat. § 218.70
- 28 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 29 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.
- 30 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.
- 31 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.
- 32 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.
- 33 OPTIONAL CONTRACT USAGE:** Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law
- 34 SPOT MARKET PURCHASES:** It is the intent of Wellington to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.
- 35 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.
- 36 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.
- 37 CONFLICT OF INTEREST AND CODE OF ETHICS:** The award is subject to provisions of State Statutes and Wellington policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches. If any Bidder violates or is a party to a violation of the code of ethics of Wellington and the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and shall be further disqualified

from bidding on any future Bids for work or for goods or services for Wellington. A copy of Wellington and State Ethics Codes is available at the office of Wellington Clerk, Wellington of Wellington, 12300 Forest Hill Blvd, Wellington FL 33414.

38 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).

39 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 Notice of Intent is issued whichever occurs first. 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.

41 TIE BIDS: In the event there is a tie and one of the highest ranked proposers is a Western Communities local business, the award shall be made to the Western Communities local business. If a tie is between a Palm Beach County local business and a non-local business, the award shall be made to the Palm Beach County local business. If a tie occurs between two or more of either Palm Beach County local business or Western Communities local business, or non-local business, then the tie shall be broken by flipping a coin (R2009-91).

If a tie occurs between two non-local vendors than preference shall be given to those firms who have implemented a Drug Free Workplace Program. If the tied non-local firms all have Drug Free Workplace Programs, then the tie shall be decided by flipping a coin.

42 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.

43 GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the ordering agency at once, indicating in his/her letter the specific regulation which required an alteration. Wellington reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to Wellington.

44 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL: In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for Landscape Maintenance Services for Roadways and Rustic Ranches.

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

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

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

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

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

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

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

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

Wellington will evaluate Primary Roadways, Secondary Roadways and Rustic Ranches independently. Wellington reserves the right to award each area independently. Bidders may submit pricing for one, two or all three areas. When submitting pricing for any area, bidders must bid on all items in that area. Each area shall be awarded to the lowest, responsive and responsible Bidder, taking into consideration pricing, 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.**

QUALIFICATIONS OF BIDDERS: Wellington intends to award the bid to the responsive, responsible bidder, qualified to provide the work specified. Failure to submit the following requested information may result in bidder's bid being considered non-responsive.

1. A minimum of three (3) references that list a brief description of same type of work with similar requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, phone numbers, and e-mail addresses of owners. Bidders must only provide references they have worked with a minimum of one (1) year. References provided shall show similar requirements to that referenced in the bid.

2. Bidder to list equipment to be utilized. The Equipment list shall be up to date and shall include brand name and model numbers.
3. List the specific number of workforce and their titles to be assigned to this contract.
4. Wellington will not award this contract to any bidder who cannot provide evidence that their firm has been in business for a minimum of three (3) years, excluding any affiliates or parent companies. Bidder shall indicate number of years their firm has been in business.
5. Bidder shall have a primary phone line during regular work hours from Monday through Friday 7:00 AM -6:00 PM. Bidder shall indicate the primary phone number.
6. Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing landscape maintenance services and who can provide evidence that they have established a satisfactory record of performance for a sufficient fleet of equipment to ensure they can satisfactorily execute the services under the terms and conditions stated herein in accordance with all local, state and County laws and ordinances. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by Wellington.
7. Wellington reserves the right, before awarding the Contract to require bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of the bidder, including past experience with Wellington.
8. As part of the bid evaluation process, Wellington may conduct an investigation of references. Bidder's submission of a Bid constitutes acknowledgement of the process and consent to investigate. Wellington is the sole judge in determining Bidder's qualifications.
9. Wellington is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the lowest responsive and responsible bidder licensed and qualified by experience to do the work herein. Successful bidder shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with Wellington may be used in the evaluation process in determining recommendation for award.

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

PAYMENT: Payment will be made upon receipt and acceptance of the complete cycle(s).

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

- a) Worker's Compensation insurance – as required by law. Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- b) Employee Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- c) 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.
- d) Automobile Liability Insurance for owned vehicles, non-owned vehicles& hired vehicles - \$1,000,000 annual aggregate, \$1,000,000 per occurrence, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.

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 proposer 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: Ed De La Vega at (561)791-4055 edelavega@wellingtonfl.gov

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5809, EMAIL edelavega@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 sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

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: 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 require service during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

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

DETAILED REQUIREMENT – SCOPE OF SERVICE

1. SCOPE OF SERVICES

- 1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Primary Roadways.

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

2. GENERAL REQUIREMENTS

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

- 2.1. To provide experienced personnel under **competent supervision** to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.
- 2.3. Any and all designated areas are to be left clean and free of fallen limbs, paper, trash or debris of any kind. Weeds and grass shall be removed from beds, between curb and asphalt, and pedestrian paths. The contractor is responsible for any damage done by his/her personnel to any trees, fixtures, shrubs, and/or structures, etc. while performing this service. Any damage done will be repaired or replaced at the contractor's expense. The contractor is required to take every precaution to have a safe work area to protect the contractor's employees, the residents of Wellington, and the general public. These precautions shall include, but not limited to, "Worker Ahead", "Men Working", "Road Work Ahead", signs as required by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).
- 2.4. To provide all materials specifically required by this Contract.
- 2.5. To promptly notify the Landscape Maintenance Supervisor or his appointee of any evidence of pest infestation.
- 2.6. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.7. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.
- 2.8. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.
- 2.9. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.

- 2.10. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.
- 2.11. All primary roadways and their specialty areas shall be maintained a minimum of forty-two (42) times per fiscal year (October 1st thru September 30th). Per cut pricing shall be used to add or delete number of cuts for a particular area.
- 2.12. Linear feet measurements noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the right of ways, easements, etc. the acreage is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.
- 2.13. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.
- 2.14. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division).
- 2.15. All mowing equipment shall display name of company so it can be easily seen.
- 2.16. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.
- 2.17. A mowing/maintenance supervisor shall be available at all times for phone contact by owner/city (Monday through Saturday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1. All mowers will be equipped **with catching device** capability or "mulching type". Absolutely no grass shall be blown into waterways, inlets, roads, etc. All grass clippings shall be removed from turf areas and hauled to a proper disposal site.
- 3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.
- 3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Village's discretion for any such damage.
- 3.4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences and on other areas that can be edged will be done before, during or as an immediate operation following each mowing.
- 3.5. All debris shall be removed from the turf area(s) and landscaped beds prior to the commencement of the mowing operation.
- 3.6. All maintenance debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.
- 3.7. Remove all Palms fronds, branches and other debris from site after completion of each mowing and trimming cycle.

4. LITTER

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

5. WEED REMOVAL

- 5.1. Contractor shall understand that weed removal work is to be performed as frequently as necessary, each week, Monday – Saturday, 7:00 a.m. – 5:00 p.m. for the purpose of obtaining a **WEED FREE environment at ALL times. Contractor is responsible for keeping all areas weed-free at all times.**
- 5.2. Each frequency must commence on schedule and last no more than two (2) days per frequency to complete.
- 5.3. Each frequency is then subject to inspection for compliance. Weekly inspections will be performed and deductions shall be taken for areas found not to be **weed-free**. Deductions will be taken for incomplete work. There shall be no evidence of dead weeds.
- 5.4. Contactor shall supply all chemicals as part of the contract at no additional cost. Contractor shall use a one-day weed elimination project for highly visible areas.
- 5.5. All weed debris is to be removed from the site the same day.
- 5.6. Non-compliance of weed removal is subject to verbal warnings, vendor performance reports, deductions and/or contract cancellation.
- 5.7. Contractor shall pay particular attention to weed/grass growth where pavement edges meet curbs at sidewalk curb joints. These areas shall be addressed at each cycle (min. 42 x annually).

6. PRUNING & TRIMMING

- 6.1. Once per month, contractor shall trim all hedges, bushes, shrubs and ground cover to the City's designated height and width specifications. All shrubs, bushes and hedges, etc. within the landscaped areas, which may impede traffic visibility must be trimmed to and maintained at a height not to exceed 30" above top of curb. Remove and dispose (offsite) all trimming debris on the same day the operation takes place. Miscellaneous items such as dead Lilly leaves, broken branches, fallen or hanging Palm fronds, etc. are to be removed as well.
- 6.2. No trimming shall be performed on Oak trees.

7. NEW LOCATIONS, ADDITIONAL WORK, DELETED LOCATIONS AND/OR SERVICES

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

8. SCHEDULE

8.1. All primary roadways and specialty areas shall be mowed/maintained a minimum of forty-two (42) times per Fiscal Year (October 1st – September 30th), adhering to the following schedules:

Primary Roadways and Specialty Areas (42 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	4	4	3	2	2	3
Month	April	May	June	July	August	September
Cycles per month	4	4	4	4	4	4
*A cycle consists of 100% completion of all seventeen (17) areas listed on the Primary Roadway and Specialty Areas Bid Tabulation Sheet.						

9. INVOICE/BILLING

- 9.1. A Primary Roadway Landscape Maintenance Cycle Verification Form (PCVF) signed by the contractor shall be sent (via email or fax) to Wellington’s Operations Supervisor for field verification with 24 hours of a cycle being completed.
- 9.2. The PCVF provides detailed information of the areas mowed (cuts)/maintained each cycle. Although an adjusted payment (incomplete cycle) can be approved. Contractor must explain areas that were not completed and state significant reasons for delay of work (i.e.: weather, construction, unsafe conditions, etc.).
- 9.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor’s representative. A PCVF must have been submitted and verified by Wellington’s Operations Supervisor for each cycle referenced on the monthly invoice (for the previous month’s cycles).
- 9.4. A meeting of the Contractor’s supervisor and Wellington’s Operations Manager or Operations Supervisor, Landscape Division will take place at the site of the incomplete, skipped or missed area(s) to determine corrective action to be taken as it is Wellington’s goal to have scheduled (see calendar) cycles completed 100% each month.

SCHEDULE OF VALUES - PRIMARY ROADWAY

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./Section	Cost Per Cut
1	Aero Club Drive (Greenbriar Blvd. to Binks Forest Drive)	11,675	If	All right of ways, including back of sidewalk to property lines. Take Off Place medians. Cedar Bluff Place - (west side of Aero Club Dr. only). All right of ways and corner clips at Aero Club Drive.	AC1	\$
2	Big Blue Trace (South Shore Blvd. to Wellington Trace)	7,720	If	All right of ways, including back of sidewalk to property lines. Farmington entry wall and right of ways. Amesbury entry wall and right of ways. Lynton Circle entry wall and right of ways. Wiltshire Village entry and right of ways on Wiltshire Village Drive to cul-de-sac. Entry features (2) at South Shore Blvd.	BB1	\$
3	Big Blue Trace (Wellington Trace to Southern Blvd.)	N/A		Entry Wall at C-51 Canal (Southern Blvd.). FPL corridor landscape (both sides). Way finder sign. Silverbell Lane median & Doubletree Trail median. All right of ways including back of sidewalks to property lines.	BB2	\$
4	Binks Forest Drive (Aero Club Drive to Southern Blvd.)	6,250	If	All medians and right of ways including back of sidewalk to property lines. Entry walls @ C-51 Canal (Southern Blvd.). Entry sign at Binks Forest Drive and Aero Club Drive. FPL Corridor landscape (both sides).	BF1	\$
5	Birkdale Drive (Forest Hill Blvd. to Wellington Trace)	6,772	If	All right of ways, including back of sidewalk to property lines. NW Corner of Birkdale Drive & Forest Hill Blvd. (corner clip).	BD1	\$

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./Section	Cost Per Cut
6	Forest Hill Boulevard (SR 7 to Southern Boulevard)	21,882	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Entry Walls: Southern Blvd. (2) and Stribling Way (2). Boat Ramp Park, Veterans Park, Triangle, FPL Corridor, Quercus Court, Quercus Lane medians, Pinewood East Frontage and Eastwood wall to west of informational sign wall. East of South Shore Blvd. - all medians and to edge of sidewalk only.	FH 1	\$
7	Greenview Shores (South Shore Blvd. To Binks Forest Drive)	15,554	lf	All medians and right of ways, including back of sidewalk to property lines. Canal Ends. Landing Entry Walls (2). Meadow Avenue medians (2). Foresteria median.	GV 1	\$
8	Lake Worth Road (South Shore Blvd to City Limits)	8,779	lf	<i>City limits to 120th Avenue: Entry walls (2). Median section (1) on LW Road between Isles View Drive and Isles Way South. Right of ways sections (2) between curb and sidewalk on south side of Lake Worth between Isles View Drive and 120th Avenue 120th to South Shore Blvd.: Equestrian entry walls (2) @ 120th. North side of roadway to property line including under guardrails from South Shore Blvd. to C-6 Canal. South side of roadway to 20' from top of canal bank and under guardrails. Canal end (1) @ C-6 Canal.</i>	LW 1	\$

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./Section	Cost Per Cut
9	Paddock Drive (Big Blue Trace to Horseshoe Trace)	2,659	If	North side right of ways, including back of sidewalk to property lines. Roundabout and entry wall features. Canal ends (2). Oleaster Avenue and Juniper Place medians.	PK1	\$
10	Pierson Road and 120th Intersection	N/A		Equestrian entry walls (2). Roundabout and gazebo area(s).	120-2	\$
11	Royal Fern Drive (Forest Hill Blvd. to Birkdale Drive)	1,211	If	All medians and islands at Birkdale Dr. All right of ways, including back of sidewalks to property lines.	RF1	\$
12	South Shore Blvd. (Forest Hill Blvd. to Lake Worth Road)	17,873	If	All medians and right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (3). Margate Place right of ways. Chancellor Drive median. Entry Walls at Big Blue Trace (2).	SS1	\$
13	State Road 7/US441 (Forest Hill Blvd. north to Black Diamond)	5,022	If	All medians (medians only).	SR1	\$
14	State Road 7/US441 (Forest Hill Blvd. south to Versailles)	9,225	If	All medians (medians only).	SR2	\$
15	Stribling Way (SR7/US 441 to Lyons Road)	4,657	If	All medians and right of ways to property line, including back of sidewalk.	SW3	\$
16	Wellington Trace (Forest Hill Blvd. to Greenview Shores Blvd.)	8,148	If	All right of ways, including back of sidewalk to property lines. Canal ends & all irrigation pump sites (1).	WT2	\$
17	Wellington Trace (Forest Hill Blvd. to Forest Hill Blvd.)	10,458	If	All right of ways, including back of sidewalk to property lines. Canal ends (6). Arcadia Drive median.	WT1	\$
	Total Linear Feet	137,885	If	Total Cycle Cost (a cycle = all 17 (#1 thru #17) areas mowed (cut) and maintained)		\$
				Total Cost for 42 Cycles Per Fiscal Year (Total Cycle Cost x 42)		\$

Notes: 1. One cycle consists of 100% completion of the seventeen (17) areas listed.

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

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

DETAILED REQUIREMENT – SCOPE OF SERVICE

1. SCOPE OF SERVICES

- 1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Secondary Roadways.

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

2. GENERAL REQUIREMENTS

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

- 2.1. To provide experienced personnel under **competent supervision** to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.
- 2.3. Any and all designated areas are to be left clean and free of fallen limbs, paper, trash or debris of any kind. Weeds and grass shall be removed from beds, between curb and asphalt, and pedestrian paths. The contractor is responsible for any damage done by his/her personnel to any trees, fixtures, shrubs, and/or structures, etc. while performing this service. Any damage done will be repaired or replaced at the contractor's expense. The contractor is required to take every precaution to have a safe work area to protect the contractor's employees, the residents of Wellington, and the general public. These precautions shall include, but not limited to, "Worker Ahead", "Men Working", "Road Work Ahead", signs as required by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- 2.4. To provide all materials specifically required by this Contract.
- 2.5. To promptly notify the Landscape Maintenance Supervisor or his appointee of any evidence of pest infestation.
- 2.6. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.7. The Contractor will be responsible for replacement of landscape lighting lost or damaged in connection with completion of this Contract. Replacement of lights shall be identical to existing system. Any other damage to electrical components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts by a qualified electrician where applicable and in a timely manner.
- 2.8. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.

- 2.9. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.
- 2.10. Wellington is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.
- 2.11. All secondary roadways and their specialty areas shall be maintained at a minimum of thirty-six (36) cycles per fiscal year (October 1st thru September 30th). Per cut price shall be used to add/subtract or delete number of cuts for a particular area.
- 2.12. Linear feet measurements noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the right of ways, easements, etc. the acreage has been omitted. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.
- 2.13. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.
- 2.14. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division).
- 2.15. All mowing equipment shall display name of company so it can be easily seen.
- 2.16. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.
- 2.17. A mowing/maintenance supervisor shall be available at all times for phone contact by owner/city (Monday through Saturday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1. All mowers will be equipped **with catching device** capability or "mulching type". Absolutely no grass shall be blown into waterways, inlets, roads, etc. All grass clippings shall be removed from turf areas and hauled to a proper disposal site.
- 3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.
- 3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.
- 3.4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences and on other areas that can be edged will be done before, during or as an immediate operation following each mowing.
- 3.5. All debris shall be removed from the turf area(s) and landscaped beds prior to the commencement of the mowing operation.
- 3.6. All maintenance debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.
- 3.7. Remove all Palms fronds, branches and other debris from site after completion of each mowing and trimming cycle.

4. LITTER

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

5. WEED REMOVAL

- 5.1. Contractor shall understand that weed removal work is to be performed as frequently as necessary, each week, Monday – Saturday, 7:00 a.m. – 5:00 p.m. for the purpose of obtaining a **WEED FREE environment at ALL times. Contractor is responsible for keeping all areas weed-free at all times.**
- 5.2. Each frequency must commence on schedule and last no more than two (2) days per frequency to complete.
- 5.3. Each frequency is then subject to inspection for compliance. Weekly inspections will be performed and deductions shall be taken for areas found not to be **weed-free**. Deductions will be taken for incomplete work. There shall be no evidence of dead weeds.
- 5.4. Contactor shall supply all chemicals as part of the contract at no additional cost. Contractor shall use a one-day weed elimination product for highly visible areas.
- 5.5. All weed debris is to be removed from the site the same day.
- 5.6. Non-compliance of weed removal is subject to verbal warnings, vendor performance reports, deductions and/or contract cancellation.
- 5.7. Contractor shall pay particular attention to weed/grass growth where pavement edges meet curbs at sidewalk curb joints. These areas shall be addressed at each cycle (min. 36 x annually).
- 5.8. No trimming shall be performed on Oak trees.

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

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

7. SCHEDULE

- 7.1. All Secondary roadways and specialty areas shall be mowed/maintained a minimum of thirty-six (36) times per Fiscal Year (October 1st – September 30th) beginning in October.

Secondary Roadways and Specialty Areas (36 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	3	3	2	2	2	2
Month	April	May	June	July	August	September
Cycles per month	3	3	4	4	4	4
*A cycle consists of 100% completion of all thirty (30) areas listed on the Secondary Roadway and Specialty Areas Bid Tabulation Sheet.						

8. INVOICE/BILLING

- 8.1. A Secondary Roadway Landscape Maintenance Cycle Verification Form (SCVF) signed by contractor shall be sent (via email or fax) to Wellington's Operations Supervisor for field verification with 24 hours of a cycle being completed.
- 8.2. The SCVF provides detailed information of the areas mowed (cuts)/maintained each cycle. Although an adjusted payment (incomplete cycle) can be approved. Contractor must explain areas that were not completed and state significant reasons for delay of work (i.e.: weather, construction, unsafe conditions, etc.).
- 8.3. Contractor shall invoice monthly upon 100% completion of scheduled cycles. The invoice shall be signed by the contractor's representative. A SCVF must have been submitted and verified by Wellington's Operations Supervisor for each cycle referenced on the monthly invoice (for the previous month's cycles).
- 8.4. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Landscape Division will take place at the site of the incomplete, skipped or missed area(s) to determine corrective action to be taken as it is Wellington's goal to have scheduled (see calendar) cycles completed 100% each month.

SCHEDULE OF VALUES – SECONDARY ROADWAY

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./ Section	Cost Per Cut (36 Cycles)
1	50th Street (South Shore Blvd. to east of Homeland Road-city limits)	13,437	If	All right of ways to property lines, including under guardrails and roundabout at 120th.	50-2	\$
2	50th Street (South Shore Blvd. to South Road)	5,404	If	All medians and right of ways to property lines, including equestrian trails and under fences and guardrails.	50-1	\$
3	120th Avenue (Lake Worth Road to Pierson Road)	5,170	If	All right of ways to property line, including back of sidewalk and underneath guardrail.	120-1	\$
4	Little Ranches/Acme Road/Etna Road (Saddle Ranch Drive to C-8 Canal)	7,344	If	All right of ways to property lines. Swale/easement on Acme Road between Etna Road and C-8 Canal.	AR 1	\$
5	Bent Creek Drive (Binks Forest Drive to Ousley Farms Road)	3,418	If	All right of ways to property lines, excluding school frontage. Canal ends, including underneath guardrails. Ousley Farms Road east side between C-51 Canal and Bent Creek Road.	BC1	\$
6	Flying Cow Road (Southern Blvd. to South end of asphalt pavement.)	11,964	If	All right of ways to property lines, including underneath guardrail. Three (3) roundabouts and bridle trail along west side of road. Rustic Ranches entry sign. Half (1/2) mile of landscape buffer on west side of Flying Cow Road.	FC1	\$
7	Greenbriar Blvd. (Greenview Shores Blvd. to Aero Club Drive & OSRs)	9,842	If	All right of ways up to equestrian fence and back of sidewalk to property lines, including underneath fence. Bridle trail on north side of road to property lines completed at same time as Greenbriar Blvd. Three (3) Open Space Reserves and right of way sections.	GB1	\$
8	Ousley Farms Road (Pierson Road to Greenbriar Blvd.)	1,360	If	All right of ways to property lines (top of canal slope to east property line), including bridle trail and underneath equestrian fence.	OF1	\$
9	Palm Beach Point Entrance (Aero Club Drive to Guardhouse)	829	If	All right of ways to property lines, including paver brick areas, median and canal ends.	PP1	\$

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./ Section	Cost Per Cut (36 Cycles)
10	Pierson Road (Fairlane Farms Road to Southshore Blvd.)	13,597	If	All right of ways to property lines on south side of road. North side of road to guardrail including underneath guardrails.	P1	\$
11	Pierson Road (Southshore Blvd. to Ousley Farms Road)	7,360	If	All right of ways between guardrail and equestrian fence, including underneath fence and guardrail.	P2	\$
12	South Road & Stables Way (50th Street to Palm Beach Equestrian Center)	5,639	If	Stables Way island and median. South Road (4-Way Stop), sections of right of ways to property lines.	SR	\$
13	South Shore Blvd. (Lake Worth Road to 57th Place North)	9,332	If	All right of ways to property lines, including equestrian trail and under fences and guardrails.	SS2	\$
14	Stribling Way (Forest Hill Blvd. to Fairlane Farms Road)	4,881	If	All right of ways to property line, including 15' beyond back of sidewalk, the canal/pond section and common areas. Two (2) two Wayfinding signs and common areas and east side of Fairlane Farms Road.	SW1	\$
15	Stribling Way (Fairlane Farms Road to SR7/US 441)	5,619	If	All right of ways between curb & sidewalk, including 10' strip behind sidewalk at K Park site (south side).	SW2	\$
16	Wellington Trace Canal Ends (Greenview Shores Blvd. to Greenbriar Blvd.)	610	If	Canal ends (6) on both sides of road.	WT3	\$
17	Azure Avenue Canal Ends (2)	200	If	Both canal ends on Azure Avenue between Barberry Dr. & Columbine Ave.	CE1	\$
18	Exotica Lane Canal Ends (2)	200	If	Both canal ends on Exotica Lane between Barberry Dr. & Columbine Ave.	CE1	\$
19	Horseshoe Trace Canal Ends (2)	200	If	Both canal ends on Horseshoe Trace between Blackberry Dr. & Lemongrass Ln.	CE1	\$
20	The open space grass area at the South terminus of Azure Ave. directly adjacent to house address 13651 Exotica Ln.	145	If	The open space grass area, which includes canal bank and slope from sidewalk to sidewalk at the end of Azure Ave.	CE1	\$
21	The open space grass area at the end of Goldenrod Dr.	220	If	The swale and non-paved areas, which includes canal bank and slope at the end of Goldenrod Dr to the first driveway on each side of the road.	CE1	\$

#	Roadway/Boundaries	Roadway Quantities		Maintenance Areas	Detail No./ Section	Cost Per Cut (36 Cycles)
22	Both canal ends on Horseshoe Trace as it crosses the C-9 canal North of Stirrup Lane	380	If	The canal ends and the right of ways on Horseshoe Trace located inside the FPL transmission line corridor.	CE2	\$
23	Both canal ends on Horseshoe Trace as it crosses the C-9 canal North of Haymarket Drive	380	If	The canal ends and the right of ways on Horseshoe Trace located inside the FPL transmission line corridor	CE2	\$
24	Both canal ends on Squire Drive as it crosses the C-9 canal North of Haymarket Drive	380	If	The canal ends and the right of ways on Squire Drive located inside the FPL transmission line corridor.	CE2	\$
25	White Pine Drive & Birkdale Drive Drainage Easement	185	If	Drainage easement.	CE2	\$
26	Pine Valley Drive Canal End (1) between Spanish Oak Way & Belmore Terrace	100	If	Canal end (1) on Pine Valley Drive between Spanish Oak Way & Belmore Terrace.	CE3	\$
27	Widgeon Road Canal End (1) between Anhinga Drive & Sanderling Drive	80	If	Canal end (1) on Widgeon Road between Anhinga Drive & Sanderling Drive.	CE3	\$
28	Montauk Drive Canal Ends (2) between Sunset Pt. Drive & W. Hampton Circle	100	If	Canal ends (2) on Montauk Drive between Sunset Pt. Drive & W. Hampton Circle.	CE3	\$
29	Block Island Road Canal Ends (2)	200	If	Canal ends (2) on Block Island Road.	CE3	\$
	Total Linear Feet	108,576	If	Total Cost for 36 Cycles Per Fiscal Year (36 x 29 areas) (a cycle = all 29 (#1 thru #29) areas mowed (cut) and maintained)		\$

Notes: 1. One cycle consists of 100% completion of the twenty-nine (29) areas listed.

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

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

DETAILED REQUIREMENT – SCOPE OF SERVICE

1. SCOPE OF SERVICES

- 1.1. Wellington is requesting sealed proposals from qualified Proposers, to provide high quality Landscape Maintenance Service of Roadway Swales and Canal Easements &/or Rights of Ways.

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

2. GENERAL REQUIREMENTS

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

- 2.1. To provide experienced personnel under **competent supervision** to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, Wellington may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Wellington. The Contractor shall be responsible and liable for injury to person(s) caused by the operation of the equipment.
- 2.3. To provide all materials specifically required by this Contract.
- 2.4. To promptly notify the Landscape Maintenance Supervisor or his appointee of any evidence of pest infestation.
- 2.5. The Contractor will be responsible for replacement of sprinkler heads lost or damaged in connection with completion of this Contract. Replacement of sprinkler heads shall be identical to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.6. Any damages to the road, facilities, sewers, utilities, irrigation systems, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of Wellington. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of Wellington's expenses incurred by Wellington for labor, material or equipment to restore the property to its original condition.
- 2.7. The Contractor shall be responsible for scheduling work in accordance with frequencies and other requirements stipulated in this Contract.
- 2.8. Rustic Ranches is an Equestrian Community. Extreme caution must be used when working in the vicinity of equestrian areas, horses and livestock.
- 2.9. Linear feet measurements noted on Bid Tabulation sheet have been field measured/verified. Due to the varying widths of the rights of way, easements, etc. the acreage is an **estimate**. Maps are for orientating contractor with work areas and are not to be used for actual maintenance area quantities. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment; however, Wellington shall make the final determination.

- 2.10. There shall be no mowing on holidays, Sundays or Saturdays. Work on these days will require advanced approval from Wellington's Operations Manager or Operations Supervisor, Landscape Division.
- 2.11. Areas to be mowed/maintained can be located on the master map and bid tabulation sheets. Boundaries should be visible from previous mowing operations. Where the boundary is unclear, contractor is responsible for obtaining direction from the Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division).
- 2.12. Per cut price shall be used to add/subtract or delete number of cuts for a particular area.
- 2.13. All mowing equipment shall display name of company so it can be easily seen.
- 2.14. Areas that are saturated with standing water to the point that equipment may damage the turf and or cause an unsightly appearance shall be brought to the attention of Wellington (Wellington's Operations Manager or Operations Supervisor, Landscape Division) to schedule a meeting at the site.
- 2.15. A mowing/maintenance supervisor shall be available at all times for phone contact by owner/city (Monday through Friday, 7:00 a.m. to 6:00 p.m.) This same supervisor shall contact or meet with Wellington's Operations Manager or Operations Supervisor, Landscape Division on a weekly basis to report on work plans and progress from previous week and report any issues that may have arisen and could negatively affect work progress.

3. MOW, EDGE, TRIM AND CLEAN

- 3.1. All mowers will be equipped **with catching device** capability or "mulching type". Absolutely no grass shall be blown into waterways, inlets, roads, etc.
- 3.2. All grasses are to be maintained at a height of 3-4" while not removing more than 1/3 of the total blade length. "Scalping" will not be tolerated.
- 3.3. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts, driveway culverts, headwalls, and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquated damages at the Village's discretion for any such damage.
- 3.4. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, walkways, patios, fences and on other areas that can be edged will be done before, during or as an immediate operation following each mowing.
- 3.5. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.
- 3.6. All maintenance debris, including grass clippings generated by the mowing operation shall be removed by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and ground immediately following each service.

4. LITTER

- 4.1. The Contractor shall remove customary or incidental litter before mowing and in the course of other visits as it is encountered.
- 4.2. All maintenance debris generated during maintenance activity shall be removed from the turf areas immediately following each service.
- 4.3. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.

4.4. Storm damage cleanup of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.

5. NEW LOCATIONS, ADDITIONAL WORK, DELETED LOCATIONS AND/OR SERVICES

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

6. SCHEDULE

6.1. All roadway swales and equestrian crossings shall be mowed/maintained a minimum of fifteen (15) times per Fiscal Year (October 1st – September 30th), adhering to the following schedule:

Roadways Swales and Equestrian Crossings (15 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	1	0	0
Month	April	May	June	July	August	September
Cycles per month	1	2	2	2	2	2
*A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.						

6.2. All Canals Banks shall be mowed/maintained a minimum of fifteen (15) times per Fiscal Year (October 1st – September 30th) adhering to the following schedule.

Canals Banks (15 Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	1	1	0	0	1
Month	April	May	June	July	August	September
Cycles per month	1	2	2	2	2	2
*A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.						

6.3. All Canal Slopes shall be mowed/maintained a minimum of six (6) times per Fiscal Year (October 1st – September 30th) adhering to the following schedule.

Canals Slopes Six (6) Cycles)						
Month	October	November	December	January	February	March
Cycles per month	1	-	1	-	1	-
Month	April	May	June	July	August	September
Cycles per month	1	-	1	-	1	-
*A cycle consists of 100% completion of all areas listed on the Bid Tabulation Sheet.						

7. INVOICE/BILLING

- 7.1. A Roadway Swales/Equestrian Crossings/Canal Landscape Maintenance Invoice Verification Form (RECVF) signed by the contractor shall be sent (via email or fax) to Wellington's Operations Supervisor for field verification with 24 hours of a cycle being completed.
- 7.2. Although an adjusted payment (incomplete cycle) can be approved. Contractor must show areas not completed and state significant reasons for delay of work (i.e.: weather, construction, unsafe conditions, etc.) on the RECVF.
- 7.3. A meeting of the Contractor's supervisor and Wellington's Operations Manager or Operations Supervisor, Landscape Division will take place at the site of the incomplete, skipped or missed area(s) to determine corrective action to be taken as it is Wellington's goal to have scheduled (see calendar) cycles completed 100% each month.

SCHEDULE OF VALUES – RUSTIC RANCHES

#	Roadway Swales/Equestrian Crossing Areas	Quantities		Maintenance Areas	Cost Per Cut
1	Rustic Road	9,030	If	Flying Cow Road to Cotton Trail Drive All swale areas to edge of road Equestrian crossing north of Rustic Road Edge pathway, weed eat, and mow	
		4.10	Ac.		
2	Cotton Trail Drive	2,488	If	Rustic Road to Hollow Tree Lane All swale areas to edge of road	
		1.10	Ac.		
3	Hollow Tree Lane	10,489	If	Flying Cow Road to canal at west end All swale areas to edge of road Equestrian crossing at the west end of Hollow Tree Lane Edge pathway, weed eat, and mow	
		4.80	Ac.		
4	Deer Path Lane	9,043	If	Flying Cow Road to Skipics Way All swale areas to edge of road	
		4.20	Ac.		
5	Skipics Way	5,277	If	Canal @ north end to canal @ south end All swale areas to edge of road Equestrian crossing at the south and north ends (both) of Skipics Way Edge pathway, weed eat, and mow	
		2.40	Ac.		
6	Norris Road	9,042	If	Flying Cow Road to Skipics Way All swale areas to edge of road	
		4.20	Ac.		
Total Linear/Acreage Feet		45,369	If	Total Cost Per Cycle For Roadway Swales/Equestrian Crossing Areas (a cycle = all 6 (#1 thru #6) areas mowed (cut) and maintained once)	A.)
		20.80	Ac.		

#	Canal	Canal Slope Quantities		Canal Bank Quantities		Boundaries	Per Cut CostSlope	Per Cut CostBank
7	North Canal (runs east and west)	5,191	If	5,191	If	Flying Cow Road to west end (see master map for details), including trail head and fence at east end. Cut 25' beyond canal slope.	\$	\$
		1.79	Ac.	2.98	Ac.			
8	Center Canal (runs east and west)	5,551	If	5,551	If	Flying Cow Road to west end (see master map for details). Cut 15' beyond canal slope.	\$	\$
		1.91	Ac.	1.91	Ac.			
9	West Canal (runs north and south)	5,211	If	5,211	If	North Canal to South Canal (see master map for details). Cut 15' beyond canal slope.	\$	\$
		1.79	Ac.	1.79	Ac.			
10	Middle Canal (runs north and south)	5,356	If	5,356	If	North Canal to South Canal (see master map for details). Cut 14' beyond canal slope.	\$	\$
		1.84	Ac.	1.72	Ac.			
Total Linear/Acreage Feet		21,309	If	21,309	If	Total Cost Per Cycle for Canal Slopes (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)	B.)	
		7.33	Ac.	8.40	Ac.	Total Cost Per Cycle For Canal Banks (a cycle = all 5 (#7 thru #10) areas mowed (cut) and maintained once)		C.)

1. Annual Roadway Swales and Equestrian Crossing Cost (15 Cycles - Total of A. x 15)	
2. Annual Canal Slope (6 Cycles) Cost (Total of B. x 6)	
3. Annual Canal Bank (15 Cycles) Cost (Total of C. x 15)	
Total (#1, 2, & 3)	\$

Notes: 1. One cycle consists of 100% completion of the ten (10) Roadway Swales, Equestrian Crossings and Canal areas listed.

2 Cost per cut shall include the following: mowing, edging, weed eating and grass clipping removal

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

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order

YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES___ NO___ 2. Bid Acknowledgment Cover Sheet

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Bond/Surety

YES___ NO___ 5. Bid Submittal

YES___ NO___ 6. Schedule of Value

YES___ NO___ 7. Equipment List

YES___ NO___ 8. List of Workforce

YES___ NO___ 9. Questionnaire and References

YES___ NO___ 10. Drug Free Workplace

YES___ NO___ 11. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 12. Wellington Local Preference Form

YES___ NO___ 13. Insurance Certificates

YES___ NO___ 14. Copy of Appropriate Licenses

BID SUBMITTAL

To:

Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

(Vendor)

agrees to provide Landscape Maintenance Services for Roadways and Rustic Ranches in accordance with the requirements and specifications of the Bid Documents for Wellington as specified herein for Landscape Maintenance Services for Roadways and Rustic Ranches

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 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 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)

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, hereinafter called the Principal, and _____

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

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

WHEREAS, the said Principal has submitted a bid for **ITB# 108-12/DZ – Landscape Maintenance Services – Roadways and Rustic Ranches**

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

Signed and sealed _____

Witnesses: _____

Seal

_____ By: _____

Seal

_____ By: _____

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

-
-
- 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. _____

-
-
- 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. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. 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 _____
[print name of the public entity]

by _____ for _____
[print name of entity submitting sworn statement] [print individual's name and title]

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.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF _____ [signature]

COUNTY OF _____ [date]

Subscribed and Sworn to (or affirmed) before me on _____ by _____
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

[Notary's Signature and Seal]

Print Notary Name and Commission No.

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

Wellington gives preference to local businesses in certain purchasing situations as set forth in 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 Wellington's Purchasing and Procurement Manual:

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.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

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:

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2010, by _____. He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2010, by _____. He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

**Primary Roadway Landscape Maintenance
Cycle Verification Form**

#	Detail No./ Section	Roadway/Boundaries	Area Mowed/Maintained Check (✓) and enter the date the cut was completed. Enter Zero (0) if not completed. (example)	
			✓	8-32-2032
1	AC1	Aero Club Drive (Greenbriar Blvd. to Binks Forest Drive)		
2	BB1	Big Blue Trace (South Shore Blvd. to Wellington Trace)		
3	BB2	Big Blue Trace (Wellington Trace to Southern Blvd.)		
4	BF1	Binks Forest Drive (Aero Club Drive to Southern Blvd.)		
5	BD1	Birkdale Drive (Forest Hill Blvd. to Wellington Trace)		
6	FH 1	Forest Hill Boulevard (SR 7 to Southern Boulevard)		
7	GV 1	Greenview Shores (South Shore Blvd. To Binks Forest Drive)		
8	LW 1	Lake Worth Road (South Shore Blvd to City Limits)		
9	PK1	Paddock Drive (Big Blue Trace to Horseshoe Trace)		
10	120-2	Pierson Road and 120th Intersection		
11	RF1	Royal Fern Drive (Forest Hill Blvd. to Birkdale Drive)		
12	SS1	South Shore Blvd. (Forest Hill Blvd. to Lake Worth Road)		
13	SR1	State Road 7/US441 (Forest Hill Blvd. to Black Diamond)		
14	SR2	State Road 7/US441 (Forest Hill Blvd. to Veronesi)		
15		Stribling Way (SR7/US 441 to Lyons Road)		
16	WT2	Wellington Trace (Forest Hill Blvd. to Greenview Shores Blvd.)		
17		Wellington Trace (Forest Hill Blvd. to Forest Hill Blvd.)		

Signature _____

Date _____

*** Please complete explanation on the back of this attachment for area(s) not completed.**

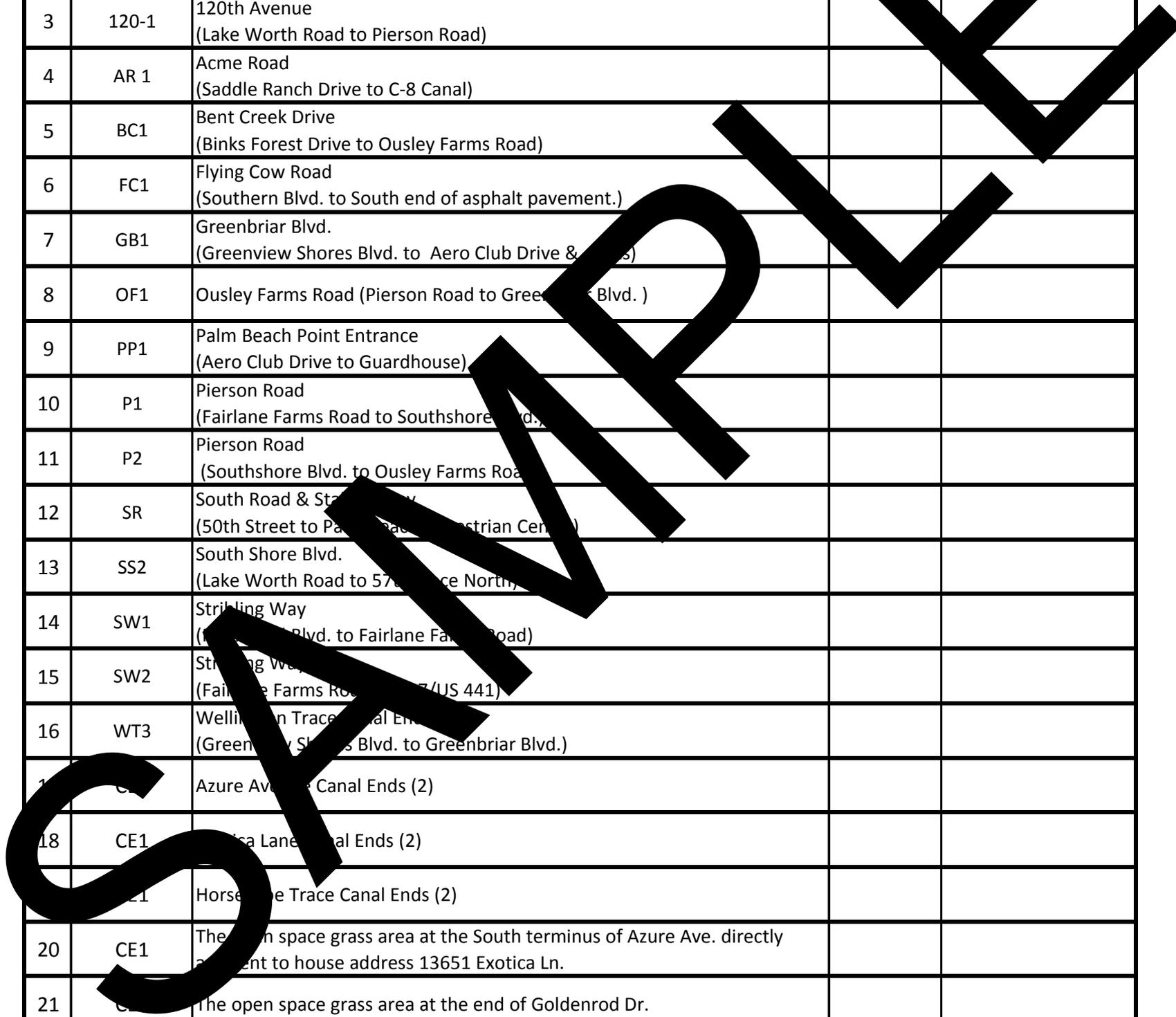
**Primary Roadway Landscape Maintenance
Cycle Verification Form**

Explanation why area(s) were not completed		
Example		
#	Detail No./Section	Roadway/Boundaries
12	RF1	Royal Fern Drive (Forest Hill Blvd. to Birkdale Drive)
Explanation why area(s), stated above were not completed.		
Raining for three (3) days, too wet. Will cut by end of this week.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		

SAMPLE

**Secondary Roadway Landscape Maintenance
Cycle Verification Form**

#	Detail No./Section	Roadway/Boundaries	Area Mowed/Maintained Check (✓) and enter the date the cut was completed. Enter Zero (0) if not completed. (example)	
			✓	03-32-2032
1	50-2	50th Street (South Shore Blvd. to east of Homeland Road-city limits)		
2	50-1	50th Street (South Shore Blvd. to South Road)		
3	120-1	120th Avenue (Lake Worth Road to Pierson Road)		
4	AR 1	Acme Road (Saddle Ranch Drive to C-8 Canal)		
5	BC1	Bent Creek Drive (Binks Forest Drive to Ousley Farms Road)		
6	FC1	Flying Cow Road (Southern Blvd. to South end of asphalt pavement.)		
7	GB1	Greenbriar Blvd. (Greenview Shores Blvd. to Aero Club Drive & ...)		
8	OF1	Ousley Farms Road (Pierson Road to Greenbriar Blvd.)		
9	PP1	Palm Beach Point Entrance (Aero Club Drive to Guardhouse)		
10	P1	Pierson Road (Fairlane Farms Road to Southshore Blvd.)		
11	P2	Pierson Road (Southshore Blvd. to Ousley Farms Road)		
12	SR	South Road & ... (50th Street to Palm Beach Point Entrance)		
13	SS2	South Shore Blvd. (Lake Worth Road to 57th Avenue North)		
14	SW1	Stripling Way (... Blvd. to Fairlane Farms Road)		
15	SW2	Stripling Way (Fairlane Farms Road to US 441)		
16	WT3	Wellington Trace Canal End (Greenview Shores Blvd. to Greenbriar Blvd.)		
17	CE1	Azure Avenue Canal Ends (2)		
18	CE1	Exotica Lane Canal Ends (2)		
19	CE1	Horseshoe Trace Canal Ends (2)		
20	CE1	The open space grass area at the South terminus of Azure Ave. directly adjacent to house address 13651 Exotica Ln.		
21	CE1	The open space grass area at the end of Goldenrod Dr.		
22	CE2	Both canal ends on Horseshoe Trace as it crosses the C-9 canal North of Stirrup Lane		
23	CE2	Both canal ends on Horseshoe Trace as it crosses the C-9 canal North of Haymarket Drive		
24	CE2	Both canal ends on Squire Drive as it crosses the C-9 canal North of Haymarket Drive		
25	CE2	White Pine Drive & Birkdale Drive Drainage Easement		
26	CE3	Pine Valley Drive Canal End (1) between Spanish Oak Way & Belmore Terrace		



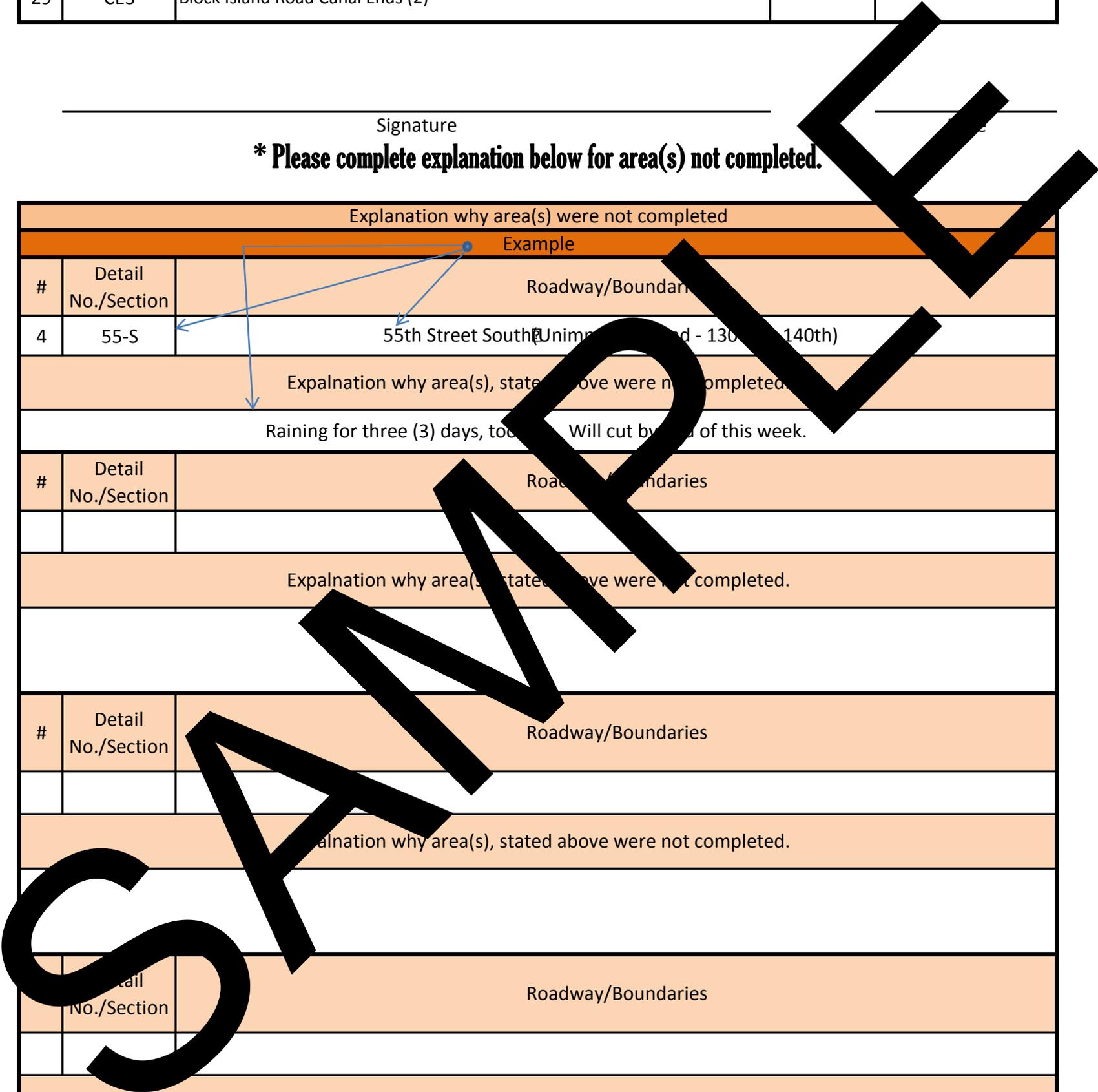
**Secondary Roadway Landscape Maintenance
Cycle Verification Form**

27	CE3	Widgeon Road Canal End (1) between Anhinga Drive & Sanderling Drive		
28	CE3	Montauk Drive Canal Ends (2) between Sunset Pt. Drive & W. Hampton Circle		
29	CE3	Block Island Road Canal Ends (2)		

Signature _____

*** Please complete explanation below for area(s) not completed.**

Explanation why area(s) were not completed		
#	Detail No./Section	Example
		Roadway/Boundaries
4	55-S	55th Street South (University Road - 130th - 140th)
Explanation why area(s), stated above were not completed.		
Raining for three (3) days, too wet. Will cut by end of this week.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		
#	Detail No./Section	Roadway/Boundaries
Explanation why area(s), stated above were not completed.		



**Roadway Swales, Equestrian Crossings and Canal Landscape Maintenance
Invoice Verification Form for Rustic Ranches**

#	Roadway/Equestrian Crossings/Canals	Area Mowed/Maintained Check (✓) and enter the date the cut was completed. Enter Zero (0) if not completed. (example)		Canal Slope Mowed/Maintained Check (✓) and enter date cut was completed. Enter Zero (0) if not completed. (example)		Canal Bank Mowed/Maintained Check (✓) and enter date cut was completed. Enter Zero (0) if not completed. (example)	
		✓	8-32-2032	✓	8-32-2018		8-32-2018
1	Rustic Road Flying Cow Road to Cotton Trail Drive All swale areas to edge of road Equestrian crossing north of Rustic Road Edge pathway, weed eat, and mow						
2	Cotton Trail Drive Rustic Road to Hollow Tree Lane All swale areas to edge of road						
3	Hollow Tree Lane Flying Cow Road to canal at west end All swale areas to edge of road Equestrian crossing at the west end of Hollow Tree Lane Edge pathway, weed eat, and mow						
4	Deer Path Lane Flying Cow Road to Skipics Way All swale areas to edge of road						
5	Skipics Way Canal @ north end to canal @ south end All swale areas to edge of road Equestrian crossing at the south and north ends (both) of Skipics Way Edge pathway, weed eat, and mow						
6	Norris Road Flying Cow Road to Skipics Way All swale areas to edge of road						
7	North Canal Flying Cow Road to west end, in trail head and fence at east end.						
8	Center Canal Flying Cow Road to west end						
9	West Canal North Canal to South Canal						
10	North Canal to South Canal						

SAMPLE

Signature

Date

*** Please complete explanation on the back of this form for area(s) not completed.**

**Roadway Swales, Equestrian Crossings and Canal Landscape Maintenance
Invoice Verification Form for Rustic Ranches**

Explanation why area(s) were not completed	
Example	
#	Roadway/Equestrian Crossings/Canals
4	55th Street South (Unimproved Road - 130th to 140th)
Expalnation why area(s), stated above were not completed.	
Raining for three (3) days, too wet. Will cut by end of this week.	
#	Roadway/Equestrian Crossings/Canals
Expalnation why area(s), stated above were not completed.	
#	Roadway/Equestrian Crossings/Canals
Expalnation why area(s), stated above were not completed.	
#	Roadway/Equestrian Crossings/Canals
Expalnation why area(s), stated above were not completed.	
#	Roadway/Equestrian Crossings/Canals
Expalnation why area(s), stated above were not completed.	

SAMPLE