



Village of Wellington

VILLAGE OF WELLINGTON REQUEST FOR PROPOSALS

The Village of Wellington is requesting sealed proposals from licensed contractors to perform landscape maintenance services throughout the Village.

PROPOSAL SUBMISSION

Proposals (one (1) original and four (4) copies) will be received by sealed envelope in the Purchasing Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414 until 2:00 p.m. on Thursday, July 30, 2009 at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Village office, receptionist or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFP #027-09/JWV – LANDSCAPE MAINTENANCE SERVICES"

A CD of the RFP documents may be obtained, for a non-refundable payment of \$50, by contacting Jim Volkman, Purchasing Department, 14000 Greenbriar Boulevard, Wellington, FL 33414. Phone: 561-791-4101 E-Mail: jvolkman@ci.wellington.fl.us Payment should be made to Village of Wellington.

A MANDATORY PRE-PROPOSAL MEETING/SITE VISIT will be held on Thursday July 16, 2009 at 9:30 a.m. in the Meeting Hall, 14000 Greenbriar Boulevard, Wellington, Florida. Scheduling of site visits will be discussed at this time.

SELECTION COMMITTEE MEETING

The first selection committee meeting will be held on Thursday, August 6, 2009, @ 9:00 a.m. in the Purchasing Department.

PERFORMANCE BOND

Once a contract has been awarded by the Village, the successful proposer will be required to furnish to the Village of Wellington, a Performance Bond for 100% of the total contract price, which meet the requirements of Section 255.05 Florida Statutes.

FOR INFORMATION

For information on this Request for Proposal, contact Jim Volkman, Purchasing Department, at (561) 791-4101.

ACCEPTANCE AND REJECTIONS

The Village of Wellington reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the Village.

Publish: Palm Beach Post, July 8, 2009
Account #9-657448

LANDSCAPE MAINTENANCE SERVICES
RFP#027-09/JWV

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Purchasing Department, Village of Wellington, 14000 Greenbriar Blvd. Wellington, Florida 33414 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way after submitted to the Village.

1.3 PRICES QUOTED:

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. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed 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 guaranteed for ninety (90) days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The Village of Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

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.

1.3.3 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.

1.3.4 BID'S CONDITIONS:

The Village reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Village of Wellington, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 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 Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414.

1.7 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. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the Village, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to Jim Volkman, Purchasing Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414. Facsimile: (561) 753-2548 E-Mail: jvolkman@ci.wellington.fl.us

1.9 AWARDS:

The Village of Wellington reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the Village; 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 Florida Statutes.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Purchasing Department, 14000 Greenbriar, 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.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Village unless loss or damage result from negligence by the Village. If the materials or services supplied to the Village are found to be defective or not conform to specifications, the Village reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the Village after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, proposer, 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.

The Purchasing Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the office of the Village Clerk and shall be on display for public viewing. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Manager at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Manager. Protestors shall file their written protests with the Purchasing Manager between the hours of 8:00 a.m. and 5:00 p.m. Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from the Village.

The written protest must be received no later than 72 consecutive hours (excluding Saturdays, Sundays and legal holidays) from the time of initial posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the Village shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until the Village Manager determines that the award of the bid/contract without delay is necessary to protect the public health, welfare or safety.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.15 INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the Village, 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 or caused by the goods provided pursuant to these bid documents and/or resultant contract.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the Village of Wellington, Florida 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 The Village of Wellington, Florida. 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.

1.17 OSHA:

The bidder warrants that the product and services supplied to the Village of 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.

1.17A 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

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 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.

1.20 QUALITY:

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.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto Village of Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington requirements. The bidder shall be liable for any damages or loss to the Village occasioned by 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.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the Village will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The Village 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 Village will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Village notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the Village for any and all costs incurred in ensuring the completion of the project.

1.24 CANCELLATION:

The Village of Wellington reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the Village 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 the Village. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The Village has determined that such cancellation will be in the best interest of the Village to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The Village's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to Accounts Payable, Village of Wellington, 14000 Greenbriar, Wellington, Florida 33414.

1.26 SUBSTITUTIONS:

The Village of Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The Village reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the state of Florida shall govern the contract between the Village of 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.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to Jim Volkman, Village of Wellington Purchasing Department, at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the Village of Wellington Purchasing Department. The Village shall issue an Informational Addendum if clarification or minimal changes are required. The Village shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be

sent to each Bidder receiving the Invitation for 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.

1.31 AWARD OF CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Request for Proposals, is most advantageous to the Village of Wellington. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The Village shall award a contract to a Bidder through action taken by the Village Council or the Village Manager of the Village of Wellington, Florida.

C) The General Terms and Conditions, the Special Conditions, the Performance Specifications, and the Bidder's Bid are collectively and integral part of the contract between the Village of Wellington and the successful Bidder.

D) While the Village of Wellington may determine to award a contract to a Bidder(s) under this Request for Proposals, 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 the Village. If the Bidder is in default, the Village, through the Purchasing Contract Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The Village 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.

E) The Village 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.

F) The Village reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Bid.

1.32 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 the Village of Wellington.

1.33 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.

1.34 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.

1.35 SPOT MARKET PURCHASES:

It is the intent of the Village 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.

1.36 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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.

1.37 CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to provisions of State Statutes and Village policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Wellington. Further, all Bidders must disclose the name of any Village 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 the Village 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 the Village. A copy of the Village and State Ethics Codes is available at the office of the Village Clerk, Village of Wellington, 14000 Greenbriar Blvd, Wellington FL 33414.

1.38 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).

1.39 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the Village. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village 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.

1.40 TIED BIDS/DRUG FREE WORKPLACE PROGRAMS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference shall be given to the business, submitting proof of Drug-Free Work Place (DFW) programs. A public drawing of lots will be held in the event all/none apply.

LANDSCAPE MAINTENANCE SERVICES
RFP#027-09/JWV

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this proposal is to establish a contract, by means of sealed proposals, for the furnishing of all labor, equipment, materials, supplies, and expertise as required to perform landscape maintenance work throughout the Village of Wellington as specified herein, from a source(s) that will give prompt and efficient service.

2.2 TERMS OF CONTRACT:

It is requested that the proposer quote fixed prices that will be guaranteed to the Village of Wellington for an initial period of three (3) years. The Village reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of five (5) years. Annual renewals will be based on the successful proposer agreeing to the same terms and conditions and by filing written notice to the Village not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the Village.

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.

2.3 METHOD OF AWARD:

Award of this contract shall be made to the responsive, responsible proposer whose proposal will be the most advantageous to the Village of Wellington, taking into consideration the evaluation factors set forth in section 2.4 below.

The Village will make an award to one individual contractor for each of the five sections, #1 Roadways, #2 Parks, #3 Canals, #4 Facilities, and #5 Rustic Ranches. This does not prohibit the Village from awarding multiple sections to one contractor.

Each section specified in this proposal will be awarded on an individual basis, so each price quoted on the Proposal Form must be capable of standing alone and not be dependent on award of entire contract. If all sections/areas are awarded to a single proposer, please state on the Proposal Form the percentage of discount to be allowed.

Successful proposer 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. Proposer's past performance with the Village, if applicable, will be used in the evaluation process in determining recommendation for award.

2.4 EVALUATION OF PROPOSALS:

Following review of all proposals, the Selection Committee will recommend one or more Proposers. Recommendations will be based on the following weighted criteria:

- | | | |
|-----|--|--------|
| (a) | Balanced Proposal Price | 0 – 35 |
| (b) | Description of Equipment to Perform Work
(Based solely on equipment lists submitted with bid) | 0 – 15 |
| (c) | References
(Based on references & site(s) visits of current service locations) | 0 – 20 |
| (d) | Contractor's ability to perform contract, financial stability
(Financial Statements required) Based solely upon Information submitted with bid) | 0 – 30 |

100

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third) of each proposer. For example:

Cardinal Number	Ordinal Number
98	1
85	2
78	3
60	4
50	5
40	6

The ordinal scores from each Selection Committee member for each proposer will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked. Proposers will be recommended for award to Village Council in order from highest to lowest.

SELECTION PROCESS

Proposals received by submittal deadline will be reviewed by the Purchasing Department to determine if each Proposer has submitted the required information and met all mandatory requirements. Those Proposal(s) found to be non-responsive shall be rejected from further consideration. Responsive Proposals shall be referred to the Selection Committee for evaluation. The Selection Committee Members shall independently review and score every Proposal in its entirety and shall meet as a group to discuss award recommendation.

2.5 PAYMENT:

The successful proposer will be required to notify the Village's Authorized Representative(s) by completing and faxing a complete check list (provided by Village) immediately upon completion of work performed each time service is performed. PAYMENT WILL BE BASED ON RECEIPT OF COMPLETED

CHECK LIST AND UPON FINAL INSPECTION OF THE WORK PERFORMED BY VILLAGE'S AUTHORIZED REPRESENTATIVE(s). Unsatisfactory services will be explained by the Village's Representative(s). All required corrections shall be completed within twenty-four (24) hours after fax or verbal notice from Village's Representative has been given to the proposer. Correction completion times will be verified by date and time of receipt of faxed notices received from the proposer. Failure in the successful proposer's responsibility to complete corrections required as outlined will result in payment deduction of \$100.00 per day per location/site for the area for the contractual monthly billing for each day the unsatisfactory services are not corrected and approval granted. The deducted amount will not be added back to that month's billing.

Payment will be on a per cut basis billed to the Village monthly following services rendered in a satisfactory manner according to the Village of Wellington.

Continued unsatisfactory services, by the successful proposer, will result in the contract being cancelled upon written notice.

2.6 RESPONSE TIME:

The Village Authorized Representative(s) will be responsible for scheduling the coordination of the work required herein. However, if the need arises that cutting/cleaning is required in the interim, the proposer shall provide those services in a timely fashion. Failure to respond in a timely fashion shall constitute a potential disqualification for future requests for service and subsequent payment for said service.

2.7 COMPLETION TIME:

Inclement Weather: Notification of request for any delay due to inclement weather must be requested via facsimile.

2.8 ADDITIONS/DELETION OF FACILITIES:

Although this solicitation identifies specific properties/locations to be serviced, it is hereby agreed and understood that any property may be added/deleted to/from this contract at the option of the Village. When an addition to the contract is required the successful proposer(s) under this contract shall be invited to submit price quotes for these new properties. These quotes are comparable with prices offered similar services, the award(s) may be made to the lowest responsible proposer(s) meeting specifications in the best interest of the Village and a separate purchase order shall be issued by the Village.

2.9 LANDSCAPE IMPROVEMENTS:

The Village reserves the right to improve landscape area(s). Improved area(s) will be subject to unit price quotes by any currently contracted proposer(s) unless the proposer, who's area the improved landscape falls under, agrees to maintain the current contract price for servicing the area(s) with the improvements.

2.10 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the proposer is awarded a contract under this solicitation, the prices quoted by the proposer on the Proposal Form shall remain fixed and firm during the term of this contract

2.11 MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISITS:

A Mandatory Pre-Proposal Conference/Site Visits will be held on Thursday, July 16, 2009 at 9:30 a.m. (local time). at Meeting Hall, 14000 Greenbriar Boulevard, Wellington, Florida 33414. Site visits will be scheduled at this time. Only Proposers attending the pre-proposal conference will be allowed to submit a proposal. At that conference/inspection, all work will be discussed and all

questions answered. You may submit questions in writing to be received no later than 5:00 p.m. July 30, 2009 to: Jim Volkman, Purchasing Department, Village of Wellington, 14000 Greenbriar Boulevard, Wellington, Florida 33414. Facsimile: (561) 753-2548 E-mail: jvolkman@ci.wellington.fl.us

Proposers are required to be familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The proposer is also required to examine carefully the specifications and all area site locations and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

Submission of a proposal will be construed that the proposer is acquainted sufficiently with the site(s) and work to be performed.

2.12 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:

- 2.12.1 Worker's Compensation Insurance – as required by law
The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.12.2 Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee
- 2.12.3 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
- 2.12.4 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.

2.13 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: Jim Volkman, Phone: 561-791-4101 Facsimile: (561) 753-2548 E-mail: jvolkman@ci.wellington.fl.us

2.14 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to Jim Volkman, Purchasing Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414, FAX: (561) 753-2548 or E-mail: jvolkman@ci.wellington.fl.us. The proposal title/number shall be referenced on all correspondence. All questions must be received no later than 5:00 p.m. July 30, 2009. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.15 PERFORMANCE BOND:

The successful proposer will be required to furnish to the Village of Wellington, a Performance Bond for 100% of the total contract price, to be in the form of a Cashier's Check, made payable to the Village of Wellington; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Palm Beach County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Village of Wellington. The Village, to draw on same, would merely have to give written notice to the bank with a copy to the successful proposer.

2.16 LIQUIDATED DAMAGES: (NOT USED)

2.17 UNIT COST PER SERVICE PER LOCATION/SITE RATE: NOT USED

2.18 REFERENCES:

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, telephone number, facsimile number, and E-mail address. Local references are preferred, as the Village reserves the right to visit each reference submitted. It is the responsibility of the proposer to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.19 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the proposer from furnishing, maintaining or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.20 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting proposal, each proposer shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.21 PROPOSER QUALIFICATIONS:

In order for proposals to be considered, proposers must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the proposer; maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment and materials required in this scope of work; have available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has serviced similar type, size and complexity of landscape maintenance. The evidence will consist of listing the similar projects, for the last five (5) years.

A list of equipment and specific number of qualified manpower available to perform work if awarded contract must be submitted with proposal. The equipment list shall be up-to-date and include brands and model numbers.

2.22 LATE PROPOSALS:

The Village of Wellington cannot be responsible for proposals received after opening time and encourages early submittal.

2.23 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.24 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND FOUR COPIES of the Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

LANDSCAPE MAINTENANCE SERVICES RFP#027-09/JWV

3.0 PERFORMANCE SPECIFICATIONS

The purpose of this proposal is to establish a contract for maintenance of each location within each section "service areas" listed. It is anticipated that these "service areas" will be serviced completely, based on one of six options:

- Option # 1** = A total of four cuts annually (Frequency to be determined by Village landscape supervisor).
- Option # 2** = A total of twelve cuts annually (Frequency to be determined by Village landscape supervisor).
- Option # 3** = A total of twenty-six cuts annually (Frequency to be determined by Village landscape supervisor).
- Option # 4** = One cut every ten days 5/1 thru 9/30 and one cut every fourteen days 10/1 thru 4/30 for a total of twenty-nine cuts annually.
- Option # 5** = A total of thirty-six cuts annually (Frequency to be determined by Village landscape supervisor).
- Option # 6** = Four cuts per month 5/1 thru 9/30 and three cuts per month 10/1 thru 4/30 for a total of forty-two cuts annually.

3.1 LOCATIONS: The Landscape areas shall be defined as follows:

Service Areas

Section # 1 – Roadways

- A. Right of Way and Medians

Section # 2 – Parks

- A. All Village Parks excluding Village Park, Olympia, Tiger Shark and Boys and Girls Club.
- B. Village Park and Olympia Park
- C. Tiger Shark and Boys and Girls Club

Section # 3 – Canals

- A. Canal Slopes Excluding Canal Fingers
- B. Canal Tops W/ Equestrian Including Canal Fingers
- C. Canal Tops W/Out Equestrian Including Canal Fingers

Section # 4 – Facilities

- A. All facilities Excluding Utilities & Wellington Community Center (WCC)
- B. All Water Plants and Booster Stations
- C. Waste Water Plant & Wetlands Park
- D. Lift Stations – View Separate map attached
- E. Wellington Community Center (WCC)

Section # 5 – Rustic Ranches

- A. Swales/Road Easements
- B. Canal Tops & Equestrian & Canal Fingers
- C. Canal Slopes Excluding Canal Fingers

The Village is providing as part of the bid package eighty seven (87) maps describing all service areas. These maps are color coded as follows:

Green – Roadways
Light Blue – Parks
Yellow – Canals
Dark Blue – Facilities
Red – Rustic Ranches

The Village has also attached separate maps, in the bid package, outlining Equestrian Trails, Lift Stations and all Village wide parks.

The Village of Wellington, in its sole discretion, may require the successful proposer to maintain additional areas within the Village at a unit cost comparable to those properties under contract. Said properties may be roadway right-of-way (including median and swales), parks, vacant property, canal fingers and Village facilities' grounds.

3.2 GENERAL WORK PERFORMED - MOWING: All Sections/Areas

- 3.2.1 Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Proposer shall rake, vacuum, or otherwise remove all litter, trash and all other debris accumulated from grounds immediately prior to mowing. All grass shall be mowed to a height of three to three and one-half inches (3" – 3 ½"). Immediately following each mowing all grass clippings are to be raked and removed at proposer's expense from all mowed area and areas adjacent to those mowed, to include but not limited to: walkways, curbs, driveways, swales, roadways, beds, buildings, fences, etc.
- 3.2.2 Blowing of grass clippings to the point of excess is prohibited. Any grass line or pile of grass clippings greater than two inches (2") wide by one inch (1") high must be raked and the total accumulation removed from the job site. Blowing of grass clipping or other debris onto adjacent private property is prohibited. Blowing of grass clipping or other debris into storm drains and/or canals is prohibited.
- 3.2.3 Rotary mowers will be used to mow all grass. All mower blades shall be straight and level and be sharp enough to cut, rather than to tear grass blades.
- 3.2.4 Mowing shall be done carefully so as not to damage the trunks or bark of trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, curbs or other facilities.
- 3.2.5 Mowing will not be done when weather or conditions will result in damaged turf. Damaged turf due to rutting, scalping, weed eating etc. shall be replaced immediately at proposer's expense. Replacement turf shall be of same variety, specie and quality of existing turf or better. Replacement turf shall be laid tight and even and level with existing turf and watered for period long enough to establish new turf, in a healthy vigorous condition.

3.3 WEEDING AND EDGING: All Sections/Areas

- 3.3.1 Once per month, proposer shall remove all weeds from planting areas, to include but not limited to: signal and light poles, signs, control boxes, fences, curbs, walkways, building and any other areas where weeds occur. All grass and weeds are to be removed from all sidewalks, curbs and gutters, within and immediately adjacent to mowed area(s).
- 3.3.2 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, and parking areas, walkways, patios, fences, and/or other areas that can be edge will be done before, during or as an immediate operation following mowing. Manual, mechanical or string line edger shall be used to form

a neat vertical uniform line in the turf around shrub beds, flower beds, ground cover beds, hedges or around trees and/or tree rings. Edging is required with each mowing.

- 3.3.3 No grass runners shall be left in the landscape bed after edging. Runners must be pulled out manually, not sprayed with herbicide.
- 3.3.4 Dirt and debris produced by edging will be removed completely from site, consistent with Section 3.8.1. Gas blowing is acceptable to the point where the debris material does not produce a visible accumulation at any point.
- 3.3.5 No edging is permitted against any tree or palm trunks.

3.4 LITTER AND DEBRIS CONTROL: All Sections/Areas

- 3.4.1 Litter and debris removal from turf areas, plant beds, curb and gutter, swales, fences and site grounds shall be collected and disposed of during each site visit.
- 3.4.2 Litter and debris to be removed includes but not limited to: paper, cans, bottles, wood, tires, plastic and cardboard, undesirable materials, deposited or blown onto the sites. Palm fronds, tree limbs and plant leaves, grass clippings, etc. shall also be removed during each site visit.
- 3.4.3 Disposal of litter and debris must be at an off-site location at the proposers expense. Village dumpsters or other trash collection devices are not to be used.

3.5 PRUNING AND TRIMMING: All Sections/ Areas (Except Canal Fingers)

- 3.5.1 Once per month, proposer shall trim all hedges, bushes, shrubs, and ground cover to the Village's designated height and width specifications. All shrubs, bushes, and hedges, etc. within the landscape area location, which may impede traffic visibility must be trimmed to and maintained at a height not to exceed thirty inches (30") above the base of the curb. Remove and dispose off-site all shrubs, bushes, and hedge cuttings and clippings from trimming operations on the same day as operation occurs. Miscellaneous items such as: dead lily leaves, broken branches, fallen or hanging palm fronds, etc. are to be removed as well.
- 3.5.2 No trimming shall be performed on Oak Trees. Proposer shall notify the Village's Representative upon identifying Oak trees requiring trimming.

3.6 FERTILIZING: Water & Waste Water Facilities, Storage Tanks, Lift Stations & Well Sites only

- 3.6.1 Proposer shall fertilize all plants including trees, palms, and turf grass three times per year (April, July and October) with poly-coated 13-2-13 slow release fertilizer plus minors or equal with prior approval of the Public Works Department. All fertilizer is to be in the original, labeled containers at the time of application. The proposer shall notify the Village's Representative at least two (2) working days prior to fertilization applications and where applications can be verified.
- 3.6.2 No fertilizer shall remain on the plant leaves after application.

3.7 MAJOR ROADWAY HEDGE TRIMMING:

Maintain all hedges to the height of their adjacent fence and remove all debris.

3.8 COMPLETE WORK REQUIRED:

The Village has given a quantity in acres of areas to be serviced. These quantities are estimates and may not reflect actual acreage. Contractor is responsible for maintaining the actual acreage regardless of acreage estimates. Prices given for landscape maintenance services shall also reflect actual acreage to be maintained, not acreage estimates.

PROPOSAL CHECK LIST

- YES___ NO___ 1. Copy of Appropriate License and Permits
- YES___ NO___ 2. Proof of Ability to Obtain Insurance
- YES___ NO___ 4. Bid Signed by Authorized Representative
- YES___ NO___ 5. Vendor Service Representative Contact Information
- YES___ NO___ 6. References with Phone & Fax Number and E-Mail Address
- YES___ NO___ 7. Service Contracts Experience
- YES___ NO___ 8. List of Equipment Available for this Contract (including employee information)
- YES___ NO___ 9. One (1) Original and Four (4) Copies of Proposal Submitted
- YES___ NO___ 10. "EXHIBIT A – PRICE PROPOSAL PAGE" submitted
- YES___ NO___ 11. Acknowledgment of Addenda
- YES___ NO___ 12. "RFP SUBMITTAL" (pages 21-22)

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.

RFP SUBMITTAL

To:
Purchasing Department
Village of Wellington
14000 Greenbriar Blvd.
Wellington, Florida 33414

(Vendor)

AGREES TO PROVIDE LANDSCAPE MAINTENANCE SERVICES as defined in this RFP in accordance with the requirements of the Request for Proposals Documents.

Gentlemen:

The undersigned has carefully examined the Request for Proposals 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 Landscape Maintenance Service called for by the Request for Proposals Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the prices stated in the spaces provided on **"EXHIBIT A – PRICE PROPOSAL PAGE"**.

The undersigned agrees the right of the Village to hold all proposals and proposal guarantees for a period not to exceed ninety (90) days after the date of opening stated in the Request for Proposals.

Upon award of this RFP, the Village and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the RFP Documents.

The proposer, by signing the RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in the RFP Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP _____

By: _____ / _____
(Signature) (Print name)

Address: _____

Phone: (____) _____ Fax: (____) _____ E-mail _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Phone: (____) _____ Fax: (____) _____ E-mail _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the Village:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: () _____ Fax: () _____ E-mail: _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: () _____ Fax: () _____ E-mail: _____

REFERENCES

As specified in the Special Conditions of this RFP Document, Proposers are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER AND E-MAIL ADDRESS		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-mail
Company Name:		
Contact Name:		
Phone:	Fax:	E-mail
Company Name:		
Contact Name:		
Phone:	Fax:	E-mail
Company Name:		
Contact Name:		
Phone:	Fax:	E-mail

DUPLICATE THIS FORM IN ORDER TO PROVIDE ADDITIONAL REFERENCES

SERVICE CONTRACTS EXPERIENCE

As specified in the Special Conditions of this RFP Document, Proposers are to present the details of service contract experience for the last five years. It is mandatory that all service contracts for governmental entities be included (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name:	1.
Address:	
Contact Name:	
Phone: Fax:	
2. Company Name:	2.
Address	
Contact Name:	
Phone: Fax:	
3. Company Name:	3.
Address	
Contact Name:	
Phone: Fax:	
4. Company Name:	4.
Address	
Contact Name:	
Phone: Fax:	

DUPLICATE THIS FORM IN ORDER TO PROVIDE ADDITIONAL EXPERIENCE

**LIST OF EQUIPMENT AVAILABLE
FOR THIS CONTRACT**

List all equipment and employee experience, which will be dedicated to the Landscape Maintenance Services at the facilities as listed in this RFP document. (Additional equipment may be submitted on a separate sheet in this format)

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Total number of current employees your firm will utilize for this Contract.					
Will Your Company Hire Additional Permanent Employees for this Contract?		YES		NO	

DUPLICATE THIS FORM IN ORDER TO LIST ADDITIONAL EQUIPMENT

LIST OF EXHIBITS

1. "EXHIBIT A – PRICE PROPOSAL PAGE" (1 page)
2. MAPS OF SERVICE AREAS (87 pages)
3. ESTIMATED ACREAGE OF SERVICE AREAS (3 pages)
4. PARKS MAP (1 page)
5. EQUESTRIAN MAP (1 page)
6. LIFT STATION MAP (1 page)
7. TYPICAL CANAL FINGER DETAIL (1 page)

**AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2009, by and between the Village of Wellington, a municipal corporation (hereinafter referred to as "WELLINGTON"), whose address is 14000 Greenbriar Boulevard, Wellington, Florida 33414 and _____ (hereinafter referred to as "VENDOR"), whose address is _____.

WHEREAS, VENDOR bid on that certain specifications and bid documents for Landscape Maintenance Services, Bid Number 027-09/JWV (hereinafter referred to as "Project"), issued by WELLINGTON; and

WHEREAS, VENDOR has been deemed to be the responsive bidder, and WELLINGTON desires to award the agreement to VENDOR on the terms and conditions more particularly described below and as contained in the specifications and bid documents for Landscape Maintenance Services, Bid Number 027-09/JWV, and VENDOR'S response thereto, all of which are hereinafter incorporated by reference and are referred to as "Specifications and Bid Documents"; and

WHEREAS, VENDOR is desirous of entering into the agreement with WELLINGTON pursuant to the terms and conditions more particularly described herein and pursuant to the Specifications and Bid Documents; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. VENDOR shall perform the services and duties as provided for in the Specifications and Bid Documents and comply with all of the terms provided for in the Specifications and Bid Documents.
3. The Agreement term shall be in accordance with the Specifications and Bid Documents. The Agreement amount shall be in accordance with the Specifications and Bid Documents, and all services and products to be purchased and work to be performed shall be done via a purchase order in such form as determined by WELLINGTON. Nothing herein, however, shall prevent WELLINGTON from seeking a budget amendment should it require additional sums of money for this Project and a change in the scope of services. All purchases pursuant to this Agreement shall be done in accordance with WELLINGTON'S Purchasing and Procurement Manual and procedures thereto. All purchases shall be evidenced by such approved purchase orders.
4. VENDOR shall receive the total amount of \$_____ per month and shall be paid monthly. VENDOR shall be liable for and shall pay, and defend, hold harmless and indemnify WELLINGTON against, all contributions, interest accrued, penalties imposed, and all taxes, excises, assessments, and other charges levied by any government agency, authority or union on, or because of, the services furnished by VENDOR for or used in the performance of the work herein.

Payments to VENDOR may be withheld by WELLINGTON in its reasonable discretion on account of (i) defective work not remedied, (ii) claims filed against VENDOR, (iii) failure of VENDOR to make payments promptly to subcontractors for labor, materials, or equipment, (iv) damage to WELLINGTON'S property, (v) failure to carry out the

Work in accordance with this Agreement the Bid Documents and Vendor's response thereto or (vi) failure of VENDOR to bond off or satisfy the liens of any of its subcontractors, labors, or materialmen.

5. VENDOR shall provide to WELLINGTON all services, work, and products that are necessary to fulfill its obligations pursuant to the Project and the Specifications and Bid Documents. All prices for the items and work herein shall be in accordance with VENDOR'S response to the Project and in accordance with the Specifications, Bid Documents and this Agreement. All purchases shall be evidenced by a purchase order from WELLINGTON.
6. VENDOR shall maintain all insurance as is required by the Specifications and Bid Documents. Prior to commencing any work, performing services, or supplying products, VENDOR shall provide to WELLINGTON such insurance coverage that WELLINGTON has requested in the Specifications and Bid Documents. In addition, VENDOR agrees to provide to WELLINGTON such other insurance coverage requested by WELLINGTON'S Department of Risk Management and with such coverage amounts and deductibles as is requested by such Department. In addition, prior to commencing any work or supplying any products pursuant to the Project or the Specifications and Bid Documents, VENDOR agrees to provide to WELLINGTON a Payment Bond written on such forms that are provided by WELLINGTON and in such amounts so as to cover and assure the faithful performance of VENDOR pursuant to the terms herein and in the Specifications and Bid Documents. The amount of such bond and the form of such bond shall be determined by WELLINGTON and shall be in conformance with Section 255.05, Florida Statutes, if applicable.
7. All renewals of this Agreement shall be pursuant to the Specifications and Bid Documents. This Agreement and any renewals thereto are subject to annual appropriations by the Village of Wellington, and this Agreement is subject to fiscal funding out by WELLINGTON.
8. VENDOR agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this Agreement, the Project, and the Specifications and Bid Documents as it relates to WELLINGTON, including any work done by its subcontractors or at its direction, shall be free from all defects and done in a workmanlike manner. VENDOR warrants the merchantability and fitness of the products and services as contemplated in this Agreement, the Project, and the Specifications and Bid Documents.
9. VENDOR agrees to supply to WELLINGTON adequate personnel to provide timely completion of all projects and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pursue the services that are provided for in the Specifications and Bid Documents and as are determined by WELLINGTON for failure to comply with such timelines may result in deduction of payment as provided for therein.
10. VENDOR agrees, regardless of the coverage provided by any insurance, to indemnify, save harmless and defend the Village, 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 or caused by the goods provided pursuant to these bid documents and/or resultant contract.

11. In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether state or federal.
12. WELLINGTON reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by WELLINGTON.
13. The parties to this Agreement understand that WELLINGTON is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.
14. In addition to any other termination provision found in the Specifications and Bid Documents, this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for services and products rendered to WELLINGTON'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by WELLINGTON, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits from a termination by WELLINGTON.
15. Neither WELLINGTON nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
16. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
17. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
18. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

19. VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.
20. A waiver by either WELLINGTON or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.
21. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

22. WELLINGTON and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
23. This Agreement may not be modified unless such modifications are evidenced in writing, signed by both WELLINGTON and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.
24. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to WELLINGTON:

Village Manager
Village of Wellington
14000 Greenbriar Blvd.
Wellington, FL 33414

As to VENDOR:

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail

return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

IN WITNESS WHEREOF, WELLINGTON and VENDOR have executed this Agreement all as of the day and year first above written.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

By: _____
Awilda Rodriguez, Village Clerk

By: _____
Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

(SEAL)

By: _____
Village Attorney

WITNESS:

VENDOR

Print Name

(CORPORATE SEAL)