



REQUEST FOR PROPOSALS
AQUATIC VEGETATION CONTROL SERVICES

RFP# 097-12/ED

12300 W. Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4055
FAX 561-791-4045



LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 097-12/ED)

Wellington is accepting sealed proposals for the purposes of acquiring AQUATIC VEGETATION CONTROL SERVICES in the canals and lakes located within Wellington's City limits.

PROPOSAL SUBMISSION

Proposals, one original and one PDF copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **August 28, 2012 at 10:00 AM Local Time** 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 Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFP#097-12/ED – AQUATIC VEGETATION CONTROL SERVICES"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, <http://wellingtonfl.gov> or by contacting Ed De La Vega in the Purchasing Department at (561) 791-4055, edelavega@wellingtonfl.gov beginning on **July 30, 2012**.

EVALUATION COMMITTEE:

An Evaluation Committee meeting will be held on **September 6, 2012 at 2:00 PM** at the Wellington City Hall located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

OPTIONAL PRE BID MEETING: An optional pre-bid meeting will be held on **August 8, 2012 at 9:00 AM** Local Time located at Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414.

PROPOSAL SECURITY/PERFORMANCE BOND: Proposal security in the amount of 10% of the Annual Lump Sum Proposal Price must accompany each proposal in accordance with the RFP. ~~The successful Bidder, who is awarded the contract, may be required to furnish a 100% Performance Bond.~~

FOR INFORMATION

For information on this Request for Proposal, contact Ed De La Vega in the Purchasing Division, (561) 791-4055.

ACCEPTANCE AND REJECTIONS

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 Wellington.

AQUATIC VEGETATION CONTROL SERVICES

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AQUATIC VEGETATION CONTROL SERVICES

TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	July 29, 2012	Palm Beach Post; Demandstar.com;
Pre-Proposal Meeting (Optional)	10:00 AM Local Time	August 8, 2012	12300 Forest Hill Blvd. Wellington, FL 33414
Number of Proposal Copies Including Original	1 original & 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	06:00 p.m. local time	August 15, 2012	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 AM Local Time	August 28, 2012	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	2:00 PM Local Time	September 6, 2012	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com
Contract Award by City Council	Tentative	TBD	N/A

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

Notice is hereby given that Request for Proposal submittal packages will be received until **August 28, 2012 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFP #097-12/ED – AQUATIC VEGETATION CONTROL SERVICES**. Any proposer desiring to provide the required services should submit one (1) original signed in ink and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP # 097-12/ED. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

Ed De La Vega – Purchasing Department
Phone: 561-791-4055
Fax: 561-904-5809
edelavega@wellingtonfl.gov

2. TERM OF CONTRACT

The initial term of the contract awarded shall be for ~~two~~ **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.

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 RFPs. 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.

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Wellington 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 successful proposer responsible for same.

4. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of

obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

5. PROPOSAL SECURITY/PERFORMANCE BOND:

A proposal security in the amount of ten percent (10%) of the Annual Lump Sum Proposed Price must accompany each proposal. Failure to provide a proposal security may result in such proposal being deemed non-responsive. The successful Bidder, who is awarded the contract, may be required to furnish a 100% Performance Bond

6. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Special Conditions.

7. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer 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 Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- 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.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

8. CANCELLATION:

Wellington reserves the right to cancel this contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

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

9. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

10. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, 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's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

11. LEGAL REQUIREMENTS:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

12. INSURANCE:

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage of the following types and amounts:

- a) Comprehensive General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per single limit Bodily Injury Liability and Property Damage Liability.
- b) Worker's Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability up to \$1,000,000 per occurrence, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee
- c) Automobile Liability Insurance for owned vehicles, non-owned vehicles, and hired vehicles not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

13. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

14. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

15. DISPUTES:

Any actual or prospective 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 Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office 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 Division at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective Proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division. Protestors shall file their written protests with the Purchasing Division between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Thursday). 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 Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Fridays, Saturdays, Sundays and legal holidays) from the time of initial posting of the Evaluation Committee's recommendation. 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, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until Wellington Manager determines that, the award of the bid/contract without delay is necessary to protect the public health, welfare, or safety.

16. LEGAL REQUIREMENTS:

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

17. 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.

18. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to provisions of State Statutes and Wellington policies. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also a Wellington employee. Further, all Proposers must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

If any Proposer violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Proposal, such Proposer may be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington FL 33414.

19. FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers 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 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.

20. TIED PROPOSALS/DRUG FREE WORKPLACE PROGRAMS :

In the event of an identical tied proposal, preference shall be given in order as follows:

- a. Headquarters (or principal place of business) within Wellington
- b. Headquarters (or principal place of business) within Palm Beach County
- c. If proposals remain tied after items a-b the final tie breaker will by a coin flip
- d. If a tie occurs between two non-local vendors, preference shall be given to those firms that have implemented Drug Free Workplace Program. If the tied non-local vendors all have Drug Free Workplace Programs, then the tie shall be decided by a coin flip.

21. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer 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/proposer, 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.

22. LOBBYING:

All firms are hereby placed on notice that the Council, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process, from the proposal publish date to Council selection, no firm or its agent shall contact any member of Council, employee of Wellington, or member of the Selection Committees in reference to this proposal, with the exception of the Purchasing Agent or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award contract to the firm.

23. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Ed DeLaVega, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after August 15, 2012 at 6:00 PM Local Time shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

24. LOCAL PREFERENCE POLICY:

The Evaluation Committee will take into consideration when making their recommendation the proposer's business location. Additional points will be added to local businesses in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 90 (attached as exhibit) Section 2.12.F of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes: (A) 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; (B) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

25. 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.

26. EVALUATION OF WRITTEN PROPOSALS:

Proposals received by the 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 proposals found to be non-responsive shall be rejected from further consideration. Responsive proposals shall be forwarded to the Selection Committee for evaluation.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Written Proposal Criteria	Points
1. Balance Price Proposal	40
2. Qualifications of the Firm	30
3. Approach and Methodology/Ability to Perform Work (Work Plan Submittal)	30
TOTAL	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
100	1
95	2
92	3
91	4
86	5
75	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.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington may conduct oral interviews/presentations with the short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used.

27. EVALUATION CRITERIA:

a) Balance Price Proposal (40 Points):

1. Provide annual lump sum price for Aquatic Vegetation Control Services in:
 - a. Rustic Ranches/PTWCD
 - b. Village Park (Ponds)
 - c. Village Water Bodies (Canals, Lakes, etc.)
 - d. Wellington Environmental Preserve (Section 24)
 1. **Option 1 – Maintenance of Entire Site**
 2. **Option 2 – Maintenance of Partial Site**
 - e. Peaceful Waters
2. Provide an hourly rate for **the following:**
 - a. a licensed applicator to provide rendered services

b) Qualifications of the firm (30 Points):

1. Provide the proposer’s experience providing the service contract specified.
2. Provide a list with a brief description of service contracts satisfactorily provided with location and dates of contracts

3. Provide a list of all services contracts performed for governmental agencies (If the contractor has performed any service contracts for a governmental agency that is not listed, the proposal may be considered non-responsive.
4. Provide evidence of valid state, county and local licenses proving authority to conduct business in the jurisdiction within which the firm is located.
5. State whether contractor intends to use subcontractors to fulfill this contract
6. State whether the contractor has been issued any fines by the State of Florida
7. Provide any additional information which may be considered pertinent.
8. Provide a minimum of three (3) references for similar work (form attached)
9. Provide a summary of any litigation filed against the Contractor in the past three years which is related to the services that Contractor provides in regular course of business.
10. Provide a summary of any fines levied against Contractor in the past three years which is related to exotic/nuisance plant control or lake management services.

c) **Approach and Methodology / Ability to Perform Contract (Work Plan) (30 Points):**

1. Provide a detailed "Work Plan" which includes the proposer's approach and how it would provide the optimum plant control in the most cost effective manner. Plan should include the following:
 - a. proposer's ability to treat all sites a minimum of once per month including outbreaks.
 - b. a list of equipment and personnel required to perform the contract.
 - c. Paperless Electronic Reporting capabilities including but not limited to:
 1. Accurate reports generated by an electronic system which can be sent electronically
 2. Handheld mobile devices GPS driven
 3. GPS tracking of technicians with mapped locations upon request
 4. NPDES Reporting
 5. Monthly reporting with highlighted maps
2. Mapping capabilities including whether the system offers pre and post treatment biomass mapping to show efficacy.
3. Ability to provide 24 hour response time
4. Ability to provide Garbage Pickup
5. Ability to utilize a Precision Submersed Application using adjustable drop line system
6. Ability to utilize Variable Flow Applications
7. Provide any additional information which may support the firm's Approach and Methodology as well as its ability to perform the contract.

(Remainder of page left intentionally blank)

1. **INSTRUCTIONS FOR SUBMITTING:**

Firms shall submit one (1) original and one (1) PDF electronic copies of the RFP submittal in a sealed envelope plainly marked: **“Attention: Purchasing Office, RFP# 097-12/ED – Aquatic Vegetation Control Services”**. The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm’s name, RFP number and title and date clearly displayed on the cover/label.

Proposer shall prepare their proposals using the following submittal format:

One (1) original and one (1) PDF Electronic Copy (CD)

Tab #1- Letter of Transmittal: This letter should summarize in a brief and concise manner the Proposers understanding of the scope of work and make a positive commitment to timely supply the services required. An authorized agent of the Proposer must sign the Letter of Transmittal and the RFP form in the space provided, indicating the agent’s title or authority. The letter should also include information the proposer may feel is pertinent for consideration. The letter should not exceed two (2) pages in length front and back.

Tab #2- Proposal Security (Bid Bond)

Tab #3 – Acknowledge receipt of each addendum issued by the Village in the space provided in this RFP.

Tab #4 – Proposal Submittal Form/Price Proposal Signed by Authorized Representative

Tab #5 – Proposer’s Qualifications as described in Section 27 (b) of this RFP

Tab #6 – Proposer’s Approach and Methodology/Ability to Perform Contract including “Work Plan” as described in Section 27 (c) of this RFP.

Tab #7 – A minimum of three (3) References for similar work, including contact info. with e-mail addresses

Tab #8 – Drug Free Workplace

Tab #9 – Local Preference Application

Tab #10 – Evidence of Insurance Certification:

Tab #11 – Current Licenses/Certificates of Authorization, Permits, etc.

Tab #12 – EFT Form

(Remainder of page left intentionally blank)

AQUATIC VEGETATION CONTROL
IN THE CANALS AND LAKES OF THE VILLAGE OF WELLINGTON

Proposal Number 097-12/ED

TECHNICAL SPECIFICATIONS FOR
AQUATIC VEGETATION CONTROL

Wellington is approximately 31 square miles in area. It is divided into two separate drainage basins. Services to control noxious aquatic plants shall be provided in both basins, **as well as, Rustic Ranches (Pine Tree Water Control District), Wellington Preserve (Section 24) and Peaceful Waters.**

Recently annexed into Wellington is an area identified as Rustic Ranches. Services to control noxious aquatic plants shall be provided in Rustic Ranches **(also known as Pine Tree Water Control District).**

- Rustic Ranches is bounded on its east perimeter by Canal C-1, on its south perimeter by Canals C-K(N) and C-K, on its west perimeter by Canals C-J(1), C-G(4), and C-G(3), and on its north perimeter by Canals C-F(4) and C-F(5). The regulated water level is 12 m.s.l., November through June of each year. During hurricane season or during periods of extended rainfall, levels are lowered to 11 m.s.l.

We can access or discharge water by gravity or pumps, as the situation requires. Our pumping capacity exceeds 475,000 g.p.m. During dry months, we can access water from L-40 and/or C-51 canal.

By accessing water from the L-40 or C-51, it should be considered that these waters can infest Village canals with unwanted vegetation and cause the contractor additional expense. In addition, many private canals discharge into our canals or are connected to our canals, which may also infest our canals with unwanted vegetation.

Wellington Preserve (Section 24) was added to the overall system in 2010. Wellington Preserve is approximately a 355 acre created wetland, including a 70 acre (+/-) mitigation area. Of the 355 acres, approximately 255 acres are submerged and 100 acres are uplands, roads and grassed areas. (See Exhibit A)

Peaceful Waters is a 26 acre landscaped percolation pond immediately adjacent to Wellington's Wastewater Treatment Plant, including submerged, emergent and upland areas. (See Exhibit B)

Treatment Program

Prior to the start of the treatment program, contractor shall submit a detailed analysis of their work plan and the reasons their approach would provide optimum plant control in the most cost effective manner. The treatment program for the control of noxious aquatic plants in Rustic Ranches/PTWCD, Village Park (Ponds), Wellington water bodies, **and** Wellington Preserve (**see-24 Section 24**)

1. The chemically controlled areas shall consist of the water surface, water column, and 2' up on bank from waters edge on all designated waterways. This includes overhanging of brush and trees. Designated waterways total approximately 90 miles plus all the lakes under the Village's responsibility. The acreage of all lake totals is approximately 525acres (includes section 24).
2. Biological application shall be introduced yearly. Each year, one thousand (1,000) triploid grass carp shall be introduced into Basin A and five hundred (500) triploid grass carp into Basin B. These same quantities of fish shall be stocked each year during the contract period until sufficient stocking has been achieved to control hydrilla. The size of fish shall range from 12 inches to 15 inches. Contractor shall be required to introduce these fish into the canals and lakes of the Village. Contractor and the Village's Public Works Department must agree on areas of release. The Village reserves the right to modify the biological application at any time.
3. Service Levels:

- Basin “A” - Contractor shall perform forty (40) hours of treatment in Basin “A” per week. One (1) applicator shall be assigned for dedicated service to Basin “A” treatment only.
- Basin “B” - Contractor shall perform forty (40) hours of treatment in Basin “B” per week. One (1) applicator shall be assigned for dedicated service to Basin “B” treatment only.
- Rustic Ranches – A portion of those hours dedicated to either Basin “A” or Basin “B” shall be used to provide services to Rustic Ranches each week. Contractor shall use his own discretion when determining which of the two applicators shall be assigned to service Rustic Ranches.
- **Wellington Preserve (Section 24) – Contractor shall perform treatment and vegetation control activities so that nuisance and exotic vegetation species do not exceed more than 5% of total ground cover at any given time. No area 0.5 acre in size shall exceed the 5% threshold at any given time. Exotic and nuisance vegetation maintenance and allowable control techniques are provided in Exhibit C (attached). The bid form is structured allowing for options:**
 - 1) Options 1 (Exhibit C) – Vegetation maintenance of the entire 355 acre site or 2) Options 2 (Exhibit E) – Vegetation maintenance of all submerged and emergent areas (approximately 260 acres) and approximately 12 acres of upland island areas.**
- **Peaceful Waters (Exhibit B) – Contractor shall perform treatment and vegetation control activities so that nuisance and exotic vegetation species do not exceed more than 5% of total cover at any given time. No area 0.5 acre in size shall exceed the 5% threshold at any given time. Exotic and nuisance vegetation maintenance specifications and allowable control techniques are provided in Exhibit C (attached). Contractor shall maintain all submerged, emergent and upland areas, including mowing grassed areas.**

Application in all areas shall achieve free water flow and aesthetically pleasing conditions year round. No masses of aquatic vegetation shall be allowed to grow. If required to achieve free water flow and aesthetically pleasing conditions, contractor shall be required to mechanically or manually remove and dispose of aquatic vegetation. Contractor shall be fully responsible for assuming all costs incurred for the mechanical/manual removal and disposal.

Complaint Areas: “Complaint Areas” are defined as areas of water surface requiring immediate treatment beyond that normally given during the regularly scheduled treatment program. “Complaint Areas” may require treatment by chemical, manual, or mechanical means in order to achieve aquatic plant control objectives. Those objectives are free water flow, aesthetically pleasing conditions, and absence of masses of aquatic vegetation growth. “Complaint Areas” shall be treated by the contractor, upon request from the Wellington’s Public Works Department, as required to achieve treatment objectives. Applicators regularly assigned to perform weekly forty (40) hour treatments shall not be reassigned to treat “Complaint Areas”. The regularly scheduled forty (40) hour treatments shall continue simultaneously with “Complaint Area” treatments. Personnel in addition to regularly assigned applicators must be assigned to treat “Complaint Areas”. The costs for the treatment of “Complaint Areas” shall not be considered an additional cost above and beyond the established contract amount. “Complaint Area” treatment costs shall be included as part of the regular annual contract amount. The Village will make no additional payments above the contract amount for “Complaint Area” treatment.

4. Contractor shall provide one (1) applicator dedicated to service of Basin “A” and one applicator dedicated to service of Basin “B”. Either the Basin “A” applicator or the Basin “B” applicator shall be responsible, also, for servicing Rustic Ranches. Contractor shall use his own discretion when determining which of the two applicators shall be assigned to service Rustic Ranches and Village Park Ponds. Each applicator shall be provided with the tools, equipment, materials, and supplies to ensure free water flow and **aesthetically pleasing conditions year round.**
5. Contractor shall submit a complete equipment list for providing services. A back-up list of equipment, which is to be used during times of repair, shall also be submitted.
6. Within 90 days from the start date of the contract, contractor shall guarantee an 80% rate of noxious aquatic plant control. If additional personnel, equipment, materials and supplies are required to ensure an 80 % rate of control, it shall be the contractors responsibility to provide such, at NO additional cost to the Village.
7. Plants to be controlled include, but are not limited to: Hydrilla, Hygrophila, Southern Niad, Slender Spikerush, Water Lettuce, Water Hyacinth, Algae, Torpedo Grass, Paragrass, Maidencane, Duckweed, Salvinia, Azolla, Alligator Weed, Coontail, Bladderwort, Spatterdock, Cattail, Chara, Brazilian Pepper, Malaleuca, Wax Myrtle, Australian Pine and other various varieties of ditch bank weeds.

- Treatment of Hydrilla or other aquatic weeds: Hydrilla or other aquatic weeds shall be treated and controlled by only one specific method under certain circumstances. Approximately thirty (30) acres of canal or lake, at various locations, tend to become intensely infested with Hydrilla or other aquatic weeds. If intense infestation of Hydrilla or other aquatic weeds should occur at these locations, treatment and control shall be accomplished by the application of the chemical Sonar, until an 80% rate of control is achieved. Sonar shall be applied, again, each time an intense infestation of Hydrilla or other aquatic weeds occurs.
8. In compliance with State of Florida regulations, chemicals and substances used in the performance of this contract must be permitted by the Department of Environmental Protection and be accompanied by Material Safety Data Sheets [MSDS]. The MSDS must include the following information:
- a) The chemical name and the common name of the toxic substance.
 - b) The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosivity, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
 - c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedure for spills, fire, disposal, and first aid.
 - e) Description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

A licensed applicator shall be present at the time of all chemical applications. Contractor shall be responsible for filing the yearly report required with DEP. Contractor shall report to the Village on a periodic basis regarding the chemicals and substances applied in the performance of the contract.

9. All chemicals and substances used by the contractor in the performance of this contract must be approved by the Environmental Protection Agency and the State of Florida, and must provide a wide margin of safety to fish, wildlife and landscaped areas.
10. The contractor shall adhere to all regulations, procedures and permits of all State and County agencies and is responsible for obtaining all necessary permits from these agencies. An entry for the DEP operations report shall be logged daily and filed on a timely basis with the agency, for compliance with the permit held by the Wellington.
11. The contractor's personnel shall check in to the Public Works Department at the beginning of each and every work day and at the end of each and every work day. Starting time for each work day shall begin at 7:00 a.m. and end at 4:00 p.m. A deduction from the contractor's monthly invoice shall result from personnel that do not check in each and every work day.
12. A work schedule shall be submitted by the contractor to the Village's Surface Water Management Supervisor before the first working day of each month, for approval.

13. **DAILY AND WEEKLY REPORTS:** **Each day**, return to the Village's Surface Water Management Supervisor, on Florida DEP forms, a report which includes, but is not limited to, the following information:
- Identity of the applicator
 - Quantity and type of chemicals applied
 - Map showing the areas treated and the acreage covered
 - An assessment of the status of noxious aquatic plants in the areas treated that day
 - Daily water test results (indicating dissolved oxygen, water temperature, and pH levels), wildlife observations, targeted plants and comments on trash removal
 - Notes on any follow up treatment that will be required along with the projected date of follow up application
 - Identity of inaccessible areas and items in the water which require extra manpower and/or equipment for removal

Each week, a report summarizing daily activities for that week should be provided for Basin "A", Basin "B", Rustic Ranches and Village Park Ponds. Wellington Preserve (section 24) will be submitted separately.

14. All contractor's personnel shall be in uniform and provide a neat, clean appearance as Village agents.
15. **QUARTERLY SURVEY:** Each quarter (every three months), the contractor shall conduct an overall survey of the aquatic plants in the Village of Wellington and prepare an aquatic plant survey, which shall include varieties and plant acreage. The report shall also include an operation and management strategy for the next three months. Delay in submittal of the survey results could result in a delay in payment of invoices.
16. **JOINT INSPECTIONS:** Inspections of areas under contract shall be performed monthly. The Village's Surface Water Management Supervisor and a contractor's representative shall conduct these inspections. It may be determined that additional treatments are needed to control observed growth. An 80 % rate of overall control is to be guaranteed within the contract period.
17. Contractor shall post and publish required legal notices of application activity as required by ordinance, law, or regulation.
18. A delay in daily and weekly report submittal may result in a delay in invoice payment.
19. The length of this contract is for three (3) years, from October 1, 2012 through September 30, 2015. It is requested that the Proposer quote fixed prices that will be guaranteed to the Village of Wellington for the initial period of one (1) year (subject to the appropriation of funds). The Village reserves the right to exercise the option to renew the contract for two (2) additional one year terms (subject to appropriation of funds). Renewal shall be based on the contractor 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. Documentation to substantiate adjustments in the contract amount shall accompany the written notice to Wellington. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of Wellington.
20. Contractor shall respond to resident/homeowner complaints by the following procedures:
- Return a call to the homeowner after receiving notification from the Public Works Department.
 - Response shall note the day and approximate time of treatment, which shall be followed by a call to the homeowner and the Public Works Department, upon completion.
 - Any complaint received shall be resolved by the third work day after the day the complaint was received.

21. **INVOICING AND PAYMENT:**

Invoicing: All invoices submitted by the Contractor shall reference the Wellington's Contract number. The Contractor shall submit three copies of invoices on a monthly basis. One copy should be submitted to:

Wellington
Accounts Payable
12300 Forest Hill Boulevard
Wellington, Florida 33414

Two copies should be submitted to:
Wellington
Public Works Department
Att: Surface Water Management
14000 Greenbriar Boulevard
Wellington, Florida 33414

For the month invoiced, provide the following information:

- a) Identity of each applicator and the man hours expended by each applicator for each of Basin "A", Basin "B", and Rustic Ranches areas.
- b) The type and quantity of chemicals applied for each of Basin "A", Basin "B", and Rustic Ranches areas.

Before an invoice is paid, applicator man hours and types and quantities of chemicals applied which are shown on daily reports must be reconciled against that same information on the monthly invoice. Any discrepancies must be resolved before an invoice will be approved for payment.

Basic service levels require a minimum of forty (40) applicator man hours to be expended each week for each of Basin "A" and Basin "B" areas along with their associated chemical application. If levels of service fall below the minimum forty (40) hour service requirement for any week, the invoice amount for the month during which the minimum was not met should be adjusted accordingly. This adjustment shall be applicable even though the reduction in service may not have been the fault of the contractor, but may have been the result of unusual moving water or weather conditions.

Deficits in levels of service during one week may be applied to increase the levels of service during a subsequent period as compensation for uncompleted work, but approval to do so must first be obtained from Surface Water Management.

Man hours and chemical application expended to retreat areas not properly treated shall not be applied toward meeting the minimum forty (40) hour requirement per surface water management.

Failure by the Contractor to follow these instructions shall result in an unavoidable delay of payment by Wellington. Wellington shall pay for properly rendered and invoiced services within thirty (30) days from receipt and acceptance.

Payment: The Annual Lump Sum Proposal Price shall serve as the basis for calculating the monthly amount due for services rendered. The actual amount paid for services rendered annually may be greater than, less than, or equal to the Annual Lump Sum Proposal Price, depending upon the actual amount due each month after calculating payment. Monthly payments are calculated in the following manner. One twelfth (1/12) of the Annual Lump Sum Proposal Price shall serve as the monthly base amount from which additions or deductions are made. If levels of service fall below the minimum required (forty hours per week for each of the two basins) for the month, a deduction is made from the monthly base amount proportional to the reduction in the level of service. If levels of service exceed the minimum required (forty hours per week for each of the two basins) for the month, an addition is made to the monthly base amount proportional to the increase in the level of service. If deductions or additions are not made, the monthly base amount is paid for rendered services.

22. **Liquidated Damages:** Liquidated damages will be charged at a rate of \$250.00 per day for work not completed to schedule or if aquatic vegetation remains growing out from the bank eighteen (18) inches or more. Non-completion shall be defined as not meeting the eighty percent (80%) rate of overall aquatic plant control. Liquidated damages shall be in the form of a deduction from any other payment due contractor from the Village for aquatic plant control services.
23. **Employees:** All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the Village of Wellington. The Contractor shall supply competent, physically capable, duly licensed employees and the Village may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village. The Village shall not have any duty to implement or enforce such requirements.

24. No Sub-Contractors shall be used to fulfill any conditions of this contract without prior Wellington approval.

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Letter of Transmittal

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Bid Bond

YES___ NO___ 4. Proposal Submittal Form/Price Proposal Signed by Authorized Representative

YES___ NO___ 5. Qualifications

YES___ NO___ 6. Ability to perform contract

YES___ NO___ 7. References

YES___ NO___ 8. Drug Free Workplace

YES___ NO___ 9. Local Preference Application

YES___ NO___ 10. Evidence of Insurance Certification

YES___ NO___ 11. Current Licenses/Certificates of Authorization, Permits, etc.

YES___ NO___ 12. EFT Form

YES___ NO___ 13. Original and one (1) PDF Electronic copy (CD)

BID SUBMITTAL (TAB #4)

To:
Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

(Vendor)

agrees to services for aquatic vegetation control as defined in this Request for Proposals in accordance with the requirements of the Specifications and Proposal Documents.

Gentlemen:

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

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

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

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

PROPOSER HEREBY WARRANTS THE FOLLOWING:

All personnel performing services shall be properly licensed as required by YES NO
Local and State laws, ordinances, and regulations.

All chemicals used while providing services shall be approved by the United YES NO
States Environmental Protection Agency for use and are registered for such
Use in the State of Florida.

PRICE PROPOSAL

DESCRIPTION OF SERVICES	ANNUAL LUMP SUM PRICE PROPOSAL (Base Price Used for Calculating Monthly Payments)
Aquatic Vegetation Control – Rustic Ranches/PTWCD	\$
Aquatic Vegetation Control – Village Park (Ponds)	\$
Aquatic Vegetation Control- Village Water Bodies (Canals, Lakes, etc.)	\$
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 1	\$
Aquatic Vegetation Control – Wellington Environmental Preserve (Section 24) – Option 2	\$
Aquatic Vegetation Control – Peaceful Waters	\$
Grand Total	\$

***Grand Total will be used to evaluate proposals**

DESCRIPTION OF SERVICES	RATE PER HOUR FOR RENDERED SERVICES
Licensed Applicator	\$ Per Hour

Contact person in the event of a Cancellation by the Village:

Name _____

Title: _____

Telephone Number: _____

Alternate Telephone Number: _____

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

INDIVIDUAL, FIRM OR PARTNERSHIP

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

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

E-Mail Address: _____

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

CORPORATION

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

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

E-Mail Address: _____

Taxpayer Identification Number: _____

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: _____

VENDOR SERVICE REPRESENTATIVE INFORMATION

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

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

REFERENCE FORM (TAB #7)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP
PHONE & FAX NUMBER

Company Name:

Address:

Contact Name:

Phone:

Fax:

E-Mail:

DRUG FREE WORKPLACE (TAB #8)

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 Wellington 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 shall:

1. 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. 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. 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. 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

LOCAL PREFERENCE APPLICATION (TAB #9)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

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 _____

(Remainder of page left blank intentionally)

ELECTRONIC FUNDS TRANSFER FORM (TAB #12)

Note: Vendors will be paid by electronic funds transfers (EFT) directly to their bank accounts; therefore, a copy of a voided check must be attached at the bottom.

Vendor Name:	
Vendor Address:	
City:	
State, Zip:	
Phone:	Fax:
Authorized Signatory:	
Email Address for Remittance Information:	
Taxpayer ID Number or Social Security Number:	

I (we) hereby authorize the VILLAGE OF WELLINGTON, hereinafter called the VILLAGE, to initiate credit entries and, if necessary, to initiate debit entries and adjustments for any credit entries in error to my (our) account:

Bank Name:				
Bank Address:				
City:				
State, Zip:				
BK/Transit/ABA/NO:				
Account Number:				
Account Type:	Checking		Saving	

This authority is to remain in full force and effect until the VILLAGE has received written notification from our company or authorized representative of the company of its termination in such time and in such manner, as to afford the VILLAGE and the financial institution(s) named above a reasonable opportunity to act on it.

<p>Pleas tape (do not staple) voided check or saving deposit slip</p> <p style="margin-top: 20px;">Here</p> <p style="margin-top: 20px;">Account Payable will return forms without a voided slip bearing your Financial Institution's routing and account number for new direct deposits.</p>
