

EX. A. Village of Tequesta

The Village of Tequesta
345 Tequesta Drive
Tequesta Florida 33467

Legal Advertisement

RFP# 2018-03PW
MOWING AND LANDSCAPING SERVICES

The Village of Tequesta is seeking bids from qualified contractors to provide mowing and landscaping services for streets, medians, right of ways, and other areas at several Village locations, in accordance with the terms, conditions, and specifications contained in the Bid. Bid documents are available beginning Saturday, July 14, 2018, on the Village of Tequesta website at www.tequesta.org (Village Clerk's Office webpage) or by contacting the Village Clerk's Office at 561.768.0443.

Sealed Bid packages must be clearly marked "RFP# 2018-03PW", Mowing and Landscaping Services, and delivered to the Office of the Village Clerk. The deadline for submission of Bids is Friday, August 10, 2018, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at Village Hall, 345 Tequesta Drive Tequesta Florida 33469. Late Bids will not be accepted and will be returned to the sender unopened.

CONTACT PERSON

Any questions regarding the specifications and solicitation process must be submitted in writing to the Village Clerk to allow enough time for the Village to respond. Requests for clarification and additional information should be received at least forty-eight (48) hours before the due date for bids.

Submitted,
Lori McWilliams, MMC
Village Clerk

Publish: Palm Beach Post – 7/14/18

RFP# 2018-03PW
MOWING AND LANDSCAPING SERVICES
DUE DATE AND TIME: August 10, 2018, @ 3:00PM

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Sealed Bid packages must be clearly marked "RFP# 2018-03PW", Mowing and Landscaping Services, and delivered to the Office of the Village Clerk. The deadline for submission of Bids is Wednesday August 10, 2018, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at Village Hall, 345 Tequesta Drive Tequesta Florida 33469. Late Bids will not be accepted and will be returned to the sender unopened.

MANDATORY PRE-BID WALK THROUGH

All bidders must have representation at the Pre-Bid Walk Through held Monday July 23, 2018 at 9:00am at Village Hall, 345 Tequesta Drive, Tequesta Florida 33469. We will walk-through all locations in the Bid. The Pre-Bid will start promptly at the time specified. Contractors are required to sign-in. Contractors who arrive late (as determined by the Village Clerk) or fail to attend will not be allowed to sign in and will not be eligible to bid. **BRING A COPY OF THIS DOCUMENT TO THE PRE-BID WALK THROUGH.**

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email to Lori McWilliams at lmcwilliams@tequesta.org.

The Village of Tequesta is exempt from Federal and State Taxes for tangible personal property tax.

The Village of Tequesta reserves the right to accept or reject any or all Bid submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

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SOLICITATION SUMMARY

10. (MUST BE INCLUDED AS A HARD-COPY IN THE BID PACKAGE)

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**SECTION 1
GENERAL TERMS AND CONDITIONS**

1.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
- b. Bidder: person or firm submitting a Bid in response to an BID.
- c. Bid Solicitation: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.
- e. Village: shall refer to the Village of Tequesta, Florida
- f. Contract or Agreement: BID, all addenda issued thereto, all affidavits, the signed agreement, and all related documents, which comprise the totality of the contract or agreement between the Village and the Bidder.
- g. Contractor: successful Bidder or Bidder who is awarded a contract to provide goods or services to the Village.
- h. Purchasing Department: Purchasing Department of the Village of Tequesta, Florida
- i. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the BID, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Tequesta, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

1.3 ADDENDUM

The Village Clerk may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued.

Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. All addendums will be noted on the Village Clerk's Bids webpage at www.tequesta.org.

It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Bid opening date may withdraw a Bid.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the Village of Tequesta that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

1.9 PREPARATION OF BIDS

a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.10 CANCELLATION OF BID SOLICITATION

The Village of Tequesta reserves the right to cancel, in whole or in part, any BID when it is in the best interest of the Village.

1.11 AWARD OF CONTRACT

- a. The contract will be awarded the lowest responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.
- b. The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- c. The Village reserves the right to negotiate prices with the responsive and responsible lowest Bidder, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The Village will place a copy of the Bid Tabulation on the Village Clerk's webpage under Bids.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Village Manager and Finance Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

1.12 CONTRACT EXTENSION

The Village reserves the right to automatically extend any agreement 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 agreement is being solicited, evaluated, and/or awarded.

1.13 WARRANTY

All warranties expressed and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.14 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.15 NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.16 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.17 BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the Village Clerk's office. The Bidder shall file its written protest with the Village Clerk, Monday through Friday, between the hours of 8:30 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the Village.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

In the event of a timely protest, the Village will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the Village Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.18 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.19 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.20 SUBCONTRACTING

Subcontracting without the prior consent of the Village may result in termination of the contract for default.

1.21 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

1.22 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.23 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder

1.24 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to,

or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

1.25 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.26 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.27 TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this BID with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

1.28 TERMINATION FOR DEFAULT

The Village reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the Village may then terminate the subject contract by providing written notice to the awarded Bidder. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In

the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All reprocurement costs shall be borne by the incumbent Bidder.

1.29 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.30 ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

1.31 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

1.32 PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.33 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.34 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Tequesta with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Village of Tequesta any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the Village of Tequesta for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Village of Tequesta for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.35 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.36 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.37 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

1.38 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

1.39 SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

1.40 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

1.41 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

1.42 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Tequesta complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

1.43 AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.44 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

1.45 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.46 MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

1.47 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the Village. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

1.48 PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

1.49 PUBLIC RECORDS

PUBLIC RECORDS: Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Tequesta in order to perform the service. Upon request from the Village of Tequesta custodian of public records, Contractor shall provide the Village of Tequesta with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the Village of Tequesta all public records in possession of the Contractor or keep and maintain public records required by the Village of Tequesta in order to perform the service. If the Contractor transfers all public records to the Village of Tequesta upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Tequesta, upon request from the Village of Tequesta custodian of public records, in a format that is compatible with the information technology systems of the Village of Tequesta.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE VILLAGE CLERK LOCATED AT 345 TEQUESTA DRIVE TEQUESTA FLORIDA 33469, PHONE NUMBER (561) 768-0443, EMAIL ADDRESS: LMCWILLIAMS@TEQUESTA.ORG

1.50 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of Tequesta. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this BID and may be grounds for further disqualification from participating in any future Bids with the Village.

1.51 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors 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.

1.52 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this BID, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

1.53 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

1.54 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

1.55 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the Village may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

1.56 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

1.57 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.58 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

1.59 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each Village department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-bydepartment basis.

1.60 TAXES

The Village of Tequesta is exempt from Federal and State taxes for tangible personal property.

1.61 BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this BID.

1.62 SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

1.63 FORCE MAJEURE

The Village and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.64 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received 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 also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the Village of Tequesta.

1.65 FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for the purchase of mowing and landscaping services for streets, medians, right of ways and other locations, for the Village of Tequesta.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

ALL Bidders must have representation at the Pre-Bid Walk Through held Monday July 23, 2018 at 9:00am at Village Hall, 345 Tequesta Drive, Tequesta Florida 33469. The Village along with Bidders will Walk-Through all locations in the Bid. The Pre-Bid will start promptly at the time specified. Contractors are required to sign-in. Contractors who arrive late (as determined by the Village Clerk) or fail to attend will not be allowed to sign in and will not be eligible to bid. **BRING A COPY OF THIS DOCUMENT TO THE PRE-BID WALK THROUGH.**

2.4 TERM OF CONTRACT: 5 YEARS

The Contract shall commence on the date of the duly executed Agreement, and shall remain in effect for 5 years, contingent upon the completion and submittal of all required Bid documents. The Contract shall expire on the last day of the last month of the 5-year contract term.

2.5 OPTION TO RENEW: 5 YEARS

Prior to, or upon completion of the initial 5-year term, the Village shall have the option to renew the contract for an additional 5 years, at its sole discretion.

Continuation of the contract beyond the initial term, and any option to renew subsequently exercised, is a Village prerogative, and not a right of the awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the Village.

Should the awarded Bidder decline the Village's right to exercise the option to renew, the Village may consider the awarded Bidder in default, which decision may affect that Bidder's eligibility for future contracts with the Village.

2.6 METHOD OF AWARD: LOWEST BIDDER IN THE AGGREGATE

The Village will award this Contract to the responsive, responsible Bidder who submit offers on all items in this Solicitation, and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its bid will be deemed nonresponsive.

2.7 PRICES

If the Bidder is awarded a Contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the initial term of the Contract, except for any price revision that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Intentionally Omitted.

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Intentionally Omitted.

2.10 EQUAL PRODUCTS

Intentionally Omitted

2.11 LIQUIDATED DAMAGES

Intentionally Omitted

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the Village's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered 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. This insurance shall be documented in Certificates of Insurance which provides that the Village of Tequesta shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village.

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of Tequesta as an additional insured and listed as such on the insurance certificate. New Certificates of Insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The Village reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). The Certificate shall list the Village as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

iii. AUTOMOBILE LIABILITY Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

2.13 BID BOND/GUARANTY

Intentionally Omitted

2.14 PERFORMANCE BOND

Intentionally Omitted

2.15 CERTIFICATIONS

Intentionally Omitted

2.16 METHOD OF PAYMENT

The awarded Bidder shall submit a Monthly Invoice to the Village for work performed in the previous month, and which has been examined, inspected, and accepted by the Village. The date of the Monthly Invoice shall not exceed 30 calendar days from the performance of the Work. Under no circumstances shall the invoice be submitted to the Village in advance of the performance and acceptance of the Work.

The Monthly Invoice shall contain the following basic information:

- i. the awarded Bidder's name and address;
- ii. invoice number;
- iii. date of invoice;
- iv. description of the Work performed and the locations;
- v. the contract number or purchase order number; and
- vi. any discounts.

2.17 DELIVERY REQUIREMENTS

Intentionally Omitted

2.18 WARRANTY REQUIREMENTS

Intentionally Omitted

2.19 ADDITIONAL LOCATIONS OR FACILITIES

Although this Solicitation and resultant Contract identifies specific locations and facilities to be serviced, it is hereby agreed and understood that any Village department or agency may be added to this Contract at the option of the Village, for similar or related services. The awarded Bidder shall be invited to submit price quotes for these additional locations or facilities. If the Village determines the quotes to be fair and reasonable, then the additional work will be awarded to the awarded Bidder. The additional site(s) will be added to the Contract by formal modification of the Agreement. The Village may determine to obtain price quotes for the additional facilities from non-Contract vendors in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the Village's sole discretion.

2.20 RELATED WORK

During the term of the contract, the Village may require additional related work or services that are not specifically covered by this contract. In such instances, the Village may obtain a quotation from the awarded Bidder to perform the work, or at its sole discretion obtain the services elsewhere. Nothing construed in this contract shall give the awarded Bidder an exclusive right to any related work to the services under this contract.

2.21 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Village.

2.22 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.23 HOURLY RATE

Intentionally Omitted

2.24 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.25 PATENTS AND ROYALTIES

Intentionally Omitted

2.26 PRE-CONSTRUCTION CONFERENCE

Intentionally Omitted

2.27 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, Florida Statutes all payments to subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the payment from the Village. With the exception of the first payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the Village's project manager with duly executed affidavits (subcontractor's Statement of Satisfaction) or Releases of Claim from all subcontractors and suppliers who have performed any work or supplied any materials for the project as of that date.

The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed Consent of Surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the Statement of Satisfaction cannot be furnished. If the awarded Bidder fails to provide a Consent of Surety to requisition payment, the amount in dispute will be withheld by the Village until either the Statement of Satisfaction is furnished, or the Consent of Surety to requisition payment is furnished.

2.28 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the work to

be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Bidder fails to identify any and all sub-contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the Village.

2.29 OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.30 Discontinue Maintenance

At the Village's discretion the Village may discontinue maintenance services from certain areas identified in this BID.

SECTION 3

STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Village of Tequesta invites bids from qualified and experienced firms to provide Mowing and Landscaping Services to certain areas of the Village. The awarded Bidder shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform a complete maintenance and management of the landscaping and debris in the Village's rights-of-way, landscape buffers, mitigation areas, and properties. Services shall be provided to the Village properties identified in this BID, and shall include, but not be limited to, turf mowing, edging, cleanup, landscaping of shrubs, hedges, trees, palms trees, irrigation, fertilizing, managing disease and pests, applying herbicides, renovating turf and disposing of debris.

3.2 GENERAL LANDSCAPING MAINTENANCE

The following are the general specifications covering the Right-of-Way maintenance:

- i. Unless specifically addressed in the appropriate section, these general provisions shall apply: Complete landscaping - including trees, shrubs, ground cover, and turf areas.
- ii. The work outlined shall include, but is not limited to, the following maintenance tasks: mowing, edging, pruning, weeding, mulching, fertilization, irrigation and pesticide/herbicide application.
- iii. Awarded Bidder shall implement turf management practices and horticultural practices as recommended by the Institute of Food and Agricultural Services (IFAS), University of Florida, Gainesville, Florida, as found in the current edition of the following publication: "Florida Lawn Handbook".
- iv. No activity shall be carried out in a manner that shall disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicle. Failure to follow mandated safety practices or guidelines may result in termination of the Contract for cause, at the Village's discretion.
- v. The awarded Bidder shall be responsible for restoration of any damages that occur as a result of its operations. Any damage shall be repaired by the awarded Bidder at no expense to the Village, and shall include plant loss due to improper maintenance procedures, improper herbicide or pesticide use, improper trimming/pruning, improper equipment operation, pavement damage from loading or unloading, fuel spills, insufficient or improper fertilization resulting in plant chlorosis, untreated disease or pest problems, and injury to non-target plants and organisms, etc.
- vi. At the end of each maintenance day, all walks, drives, road surfaces, and open space areas shall be free of any loose materials, trash, and/or debris. No storage or provision for storage shall be made onsite for maintenance equipment or materials.

vii. The awarded Bidder's personnel shall wear proper attire, which, at a minimum, shall include a standard shirt carrying the company name and/or logo, present a good appearance, and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when working within the road Right-of-Way.

viii. All vehicles shall be clearly identified with the company name and/or logo and present a good appearance. Vehicles and equipment shall be parked within the Village Right-of-Way so as not to obstruct or interfere with pedestrian or vehicular traffic.

ix. Mowing times shall be between the hours of 7:00AM – 6:00PM, Mondays through Saturday.

No mowing shall occur on Sundays or on public holidays, except when prior approval has been received from the Village.

The Village of Tequesta hosts numerous events throughout the year, which may require adjustments to the awarded Bidder's maintenance schedule. The awarded Bidder will be notified by the Village at least 7 days prior to an event. This should give the awarded Bidder sufficient time to adjust the schedule accordingly to accommodate the event, including allowing for any special maintenance requests by the Village.

3.3 MAINTENANCE OF TRAFFIC (MOT)

Maintenance of traffic (MOT) must conform to the current edition of the Florida Department of Transportation (FDOT), Roadway and Traffic Design Standards, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices. All traffic control costs shall be a part of the unit price bid and shall not be paid for separately. Maintenance of traffic shall be subject to periodic inspections by the Village. Deficiencies noted by the Village shall be corrected immediately by the awarded Bidder, or the maintenance efforts shall be suspended (and all MOT removed) until the corrections can be made by the awarded Bidder and verified by the Village. The awarded Bidder shall be solely responsible for correcting deficiencies and shall not be compensated for additional items necessary to comply with the terms of the MOT guidelines..

3.4 EMERGENCY WORK

The awarded Bidder may be requested to perform emergency work during evening or weekend hours. The awarded Bidder must respond to these emergency work requests within six (6) hours of notification by the Village.

3.5 TURFGRASS MAINTENANCE MOWING/EDGING/WEED CONTROL

i. MOWING – GENERAL REQUIREMENTS

a. Mowing - All turf areas are to be mowed typically **once a week**. An additional weekly mowing may be requested due to weather conditions, special events, and growth flush after fertilizing. Mower settings are to be at 2-1/5 inches to 3-1/5 inches in height, depending on turf conditions and type.

- b. Grass clippings shall be left on the turf areas, provided there are no readily visible clumps remaining. Clumps shall be removed from the lawn immediately after mowing. Grass clippings shall not be directed into the bed areas, roads, sidewalks, or tree ring areas.
- c. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, drives, gutters, curbs, and other hardscape surfaces on the same day as mowed or trimmed. All clippings shall be removed when unsightly and requested by the Village's Inspectors and/or Project Manager or be mulched using mulching blades dependent on the amount of clippings. All turf areas at each site shall be mowed on same day.
- d. All litter, debris, or items that may be propelled by mower blades SHALL be removed from the turf BEFORE mowing and moved from the job site. The collected debris shall not be discarded into any landscape areas including landscape beds, drainage structures, or paved surfaces, and SHALL be removed from the site and disposed of properly by the awarded Bidder.
- e. Mowing next to or parallel to waterways, lakes and standing water: All grass shall be cut to water's edge.
- f. Mowing shall be performed in a timely and systematic fashion in order to maintain the integrity and appearance of the landscape design. Awarded Bidder shall alternate mowing patterns to avoid mower wheel rut patterns, where the size of the mowing area permits.
- g. Mowing shall be performed carefully so as not to "bark" trees or shrubs, intrude into covered beds, damage sprinkler heads, valves, manifolds, time clocks, curbs, or other equipment or installations.

ii. EDGING MAINTENANCE

- a. Herbicides shall not be used as an edging tool. Care shall be taken not to damage trees, shrubs, or any other fixed object with edging equipment. String trimmer damage to trees and roots will not be tolerated. The awarded Bidder shall mechanically edge the turf at sidewalks and other paved surfaces. Weekly weedeater edging shall be included with mowing. Edging of beds shall be included with mowing. The awarded Bidder shall use metal edger blades, with the exception of special paving areas where damage may occur.
- b. Mechanically edge all landscaping bed/sod interfaces, including individual tree rings (18-inch from outside of tree trunk minimum). Dirt and debris produced by edging or trimming shall be removed and swept from adjacent hard surfaces.

iii. WEED CONTROL MAINTENANCE

- a. All areas, including but not limited to, shrub beds, flower beds, groundcover beds, tree wells, paved areas, sidewalks, concrete medians, cracks, stairways, pavers, expansion joints, bridge walls, picnic areas, playgrounds, under bleachers/benches, shall be kept weed free at all times. Weeds shall be removed whenever the appearance becomes unsightly or when requested to do so by the Village. Weed control may be accomplished by using selective herbicides, both preemergent and post-emergent, as needed. "Round-up" or other Village-approved spray may be used to control weeds in pavement areas.
- b. Manufacturers' label rates shall be strictly adhered to along with any safety precautions and disposal directions. Applicators shall be licensed in accordance with State regulations. The awarded Bidder shall

submit to the Village's representative, at least 24 hours prior to chemicals being applied, the following information: identification of the chemical to be applied, pests controlled, date of application, time, name of applicator, and method of application.

iv. REPLACEMENT OF MATERIAL

a. Remove dead and damaged plants and replace with material of equivalent size, condition and variety, subject to approval and purchase by the Village. Labor shall be provided by the awarded Bidder in a timely manner based on the hourly rates schedule. Plant material will be provided by the Village, unless damage is caused by the awarded Bidder's negligence (i.e. chemical damage, mechanical damage, water stress, etc.).

b. Damage not resulting from awarded Bidder's negligence, such as vandalism, vehicle, or weather, shall be reported promptly to the Village. The Village will provide all necessary replacement/repair materials. Labor shall be provided by the awarded Bidder in a timely manner, based on the hourly rates schedule. The awarded Bidder shall inspect all sites prior to starting any work, and contact the Village with any concerns regarding the condition of plant material.

3.6 SHRUBS AND GROUNDCOVER

i. PRUNING – GENERAL REQUIREMENTS

All Pruning shall be performed using generally accepted horticultural practices. All debris resulting from pruning operations shall be removed from the property and disposed of in a suitable manner by the awarded Bidder.

ii. PRUNING FREQUENCY

The schedule for performance of this work is to be determined by the awarded Bidder with a frequency of no less than one-time per month.

iii. PRUNING – MINIMUM REQUIREMENTS

a. Shrubs within landscaping beds shall be maintained to provide maximum opacity.

b. Pruning, trimming, and shaping landscape material shall be done to promote vigorous growth and maintain an attractive shape consistent with the plant's character.

c. No pruning shall be permitted as to render the top of the foliage mass to be wider than the base of the foliage.

d. Pruning shall be performed to leave hedges in a uniform horizontal height. The Village will establish heights of various planting areas.

e. No chemical trimming or pruning will be allowed under any circumstances.

f. All trimming and pruning debris shall be picked up and removed from the property on the day of each trimming by the awarded Bidder and at the awarded Bidder's expense.

g. Pruning, trimming, and shaping shrubs and trees within medians and road Rights of Way shall meet clear sight distance as required by FDOT or Palm Beach County streetscape design standards and shall conform to the Palm Beach County's streetscape standard.

h. Maintenance of landscape in road Rights-of-Way shall comply with the Village's Code of Ordinances.

3.7 PLANT AND MULCH BEDS

The awarded Bidder shall implement, if necessary, and maintain an 18-inch minimum radius of clear area at the base of all trees in turf areas.

The awarded Bidder shall replace any landscaping material that is damaged by his equipment.

The awarded Bidder shall implement, if necessary, and maintain a 4-inch minimum border between turf areas and building walls, posts, signs and fences having painted surfaces that might be damaged by weed eaters.

New mulch installation shall be implemented as follows: Loosen existing mulch with a rake or garden weasel and gently mix the remaining decomposed mulch layer into the soil surface. If existing mulch is too thick to mix in (one inch or more), the mulch shall be removed prior to installing the new mulch.

Mulching is generally considered an additional service but once installed the awarded Bidder shall maintain a fresh appearance to all mulched beds.

Prior to installing new mulch, the awarded Bidder shall trench all mulch bed edges adjacent to curbs, walks and turf areas to a depth of 3 to 4 inches.

Apply an appropriate balanced fertilizer and herbicide per manufacturer's instructions and labeling

Install mulch, not to reach a depth over two 2 inches or more in height. Weeds in planted and mulched beds shall be removed each site visit.

The awarded Bidder may use herbicide but shall get prior approval for materials and procedures from the Village. The awarded Bidder shall comply with the manufacturer's recommendations and all applicable local, state and federal laws.

Damage to plants or property caused by the misuse of herbicides shall be the responsibility of the awarded Bidder. The awarded Bidder shall bring plant material to the condition as existed prior to damages, at no cost to the Village.

The awarded Bidder shall provide 52 weeks of service to all areas identified in this bid, but not limited to, weed removal, hand pruning, removal of excess debris or trash, loose palm frond removal, and herbicide applications.

3.8 MULCHING

i. MULCH FREQUENCY

Standard schedule for mulch application shall be once annually. Begin October 1 - Complete by mid-November (prior to Thanksgiving).

ii. MULCH GENERAL

a. Plant beds and tree pits shall be maintained with 4 inches of mulch.

b. Typical types of mulch accepted are: cypress mulch, econo mulch, pine straw or approved equal. The Village will identify the type of material required for mulch applications.

3.9 TREES AND PALMS

i. PRUNING

For purposes of this Section, any required pruning shall be limited to a height of 16 feet as measured from ground level or to meet clear sight line as determine by FDOT and PBC streetscape standards on roadway areas.

ii. PRUNING FREQUENCY

The schedule for performance of this work is to be determined by the awarded Bidder, with a frequency of no less than one-time per month.

iii. PRUNING - GENERAL MAINTENANCE

Pruning of trees and palms shall include, but not be limited to, the following:

- Dead, dying or unsightly parts of the tree.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow toward the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem
- Nuisance growth that interferes with view, walks, lighting or signage.
- Removal of all dangerous branches, thorns and fronds that indicate potential conflict with people, including branches overhanging sidewalks, encroaching guardrails, and vehicular traffic.
- Branches that have strong potential for damage by storms (preventative) or have been damaged by storms (post storm event).
- Branches need to be clear from back of the curb and maintain a 14 feet vertical clearance from the pavement for vehicular traffic.
- Pruning paint is prohibited.
- Sharp and proper pruning tools shall be used to remove portions of trees, including any sucker growth.

- No chemical treatment of sucker growth will be permitted.
- Branches, dead wood, and cuttings resulting from pruning shall be removed from the job site and disposed of by the awarded Bidder in an acceptable manner.
- All lawn and shrub areas damaged by pruning equipment shall be replaced at the awarded Bidder's expense.
- Dead palm fronds that have fallen to the ground are to be removed at each mowing.
- Dead palm fronds shall be removed from the palm head and trunk of any palm species up to a defined height of 16 feet or to meet clear sight line as determined by FDOT and PBC streetscape standards for roadway areas.

3.10 FERTILIZATION

Chemical analysis sheets, particularly palm tree fertilizer, shall be submitted to the Village's representative prior to application along with the recommended application rates, as noted by the manufacturer.

3.11 TURF FERTILIZATION

The fertilizer shall be a granular fertilizer with composition of 15-0-15. It shall be a complete fertilizer (containing both major and micronutrients), sulfur coated, time released, and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of sod. The awarded Bidder shall not use any types of fertilizers, other than those specified, without specific approval from the Village. Turf, where required and as specified in the individual maintenance area specification sheets, **shall be fertilized 3 times annually during the following months: January, April, and October.**

The awarded Bidder shall notify the Village 24 hours in advance, prior to fertilizer applications, so the Village can adjust irrigation systems accordingly or notify the awarded Bidder of systems under repair.

All residual fertilizers remaining on any hardscape surfaces shall be removed immediately after the application process is completed to avoid staining.

3.12 TREES, SHRUBS, & GROUND COVER FERTILIZATION

Fertilizer shall be applied to all trees, shrubs and ground covers, with the exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtles, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be 10-10-10, sulfur coated, time released, or as recommended because of specific species. The awarded Bidder shall not use any types of fertilizers other than those specified, without specific approval from the Village.

Granular fertilizer can be utilized for plants on level terrain. Plants established on sloped locations, such as Interstate ramps, bridges, and flyovers where run off is likely shall have fertilizer in a tablet or spike form, specifically designated for the species being fertilized.

3.13 PALM FERTILIZATION - GENERAL REQUIREMENTS

Sabal Palms (Cabbage Palms): No fertilization is required.

Fertilize using a “Palm Special” fertilizer. Fertilizer used shall be complete with Magnesium, Manganese, Potassium, and micronutrients. Material shall be applied at label rates. Medjool Palm (Phoenix Dactilifera): Fertilization as specified in the schedule provided.

3.14 FERTILIZATION FREQUENCY

Sod, trees, and shrubs shall be fertilized 3 times per year during the months of January, April and October.

Palm trees shall be fertilized as follows: Sabal Palms (Cabbage Palms): No fertilization is required.

Spike fertilizers will be applied biannually unless label rates specify differently. Royal and Paurotis palms shall be fertilized two times yearly (January & June) or as required to eliminate yellowing of the fronds. Medjool palms: see Medjool palms annual pesticide/fertilization schedule under the pesticides section below.

3.15 PESTICIDES

i. PESTICIDES FREQUENCY Pesticide control, where required, shall be applied on a monthly basis for the control of insects.

ii. PESTICIDES – MINIMUM REQUIREMENTS

A licensed operator, using EPA approved material under the direction of a Certified Pest Control Operator, shall apply chemical controls. Copies of current licenses shall be provided to the Village prior to chemical use.

ii. PESTICIDES – MINIMUM REQUIREMENTS A licensed operator, using EPA approved material under the direction of a Certified Pest Control Operator, shall apply chemical controls. Copies of current licenses shall be provided to the Village prior to chemical use.

The manufacture’s written instructions and EPA criteria shall be strictly adhered to for application rates, warning, and re-entry restrictions, etc.

Prior to the application of any pesticide, the awarded Bidder shall notify the Village of the specific chemical being used, application rates, and other particulars with reference to safety issues. The posting of any required notifications regarding re-entry periods, if required, shall be the responsibility of the awarded Bidder.

The awarded Bidder assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment. The Village retains the right to prohibit the use of any herbicide or pesticide.

Any plant damaged, or that seriously declines due to chemical applications (Pesticide or Herbicide; Granular or liquid), shall be replaced with like material of comparable size, type, and value at the awarded Bidder’s expense.

Awarded Bidder shall submit to the Village's representative, on the same day chemicals are applied, the following information: identification of the chemical to be applied, pests controlled, date of application, time, name of applicator, and method of application.

3.16 FIRE ANT CONTROL

The awarded Bidder shall treat individual mounds with appropriate material during regular mowing cycles. The awarded Bidder shall perform a complete site broadcast treatment for all areas twice a year.

3.17 IRRIGATION

Irrigation systems shall be inspected and run (wet Checks) a monthly basis. Repairs and or modifications require Village Approval. Pricing shall be based on labor rates submitted by Bidder in the pricing schedule.

3.18 MAJOR STORM EVENT CAVEAT

The awarded Bidder shall have the resources or a subcontractor available to provide tree trimming, tree removal, and/or debris removal services (as assigned by the Village) from Village property, within 48 hours after a hurricane passes. The main objective of this work is to remove cracked, broken, and suspended branches from damaged trees, as well as trees which are leaning or have fallen. This work shall be based on (all-inclusive) hourly rates.

3.19 EXHIBITS

The following Exhibits are attached to this Solicitation and contain important information regarding the work to be performed under the resultant Contract. The Village has made its best efforts to ensure that the information contained in the Exhibits is accurate. However, the Exhibits are provided for informational purposes only, and Bidders are strongly advised to verify the accuracy of the information provided by visiting the locations of the proposed work.

i. Exhibit "A" – Mowing Sites, location and pricing schedule.

ii. Maps 1-24 – Maps correspond with the Mowing Sites listed in Exhibit "A".

MEDJOOL PALMS ANNUAL PESTICIDE/FERTILIZATION SCHEDULE

January	February	March	April
Inspect terminal bud for signs of insects Drench bud with orthene if evidence of a nest is discovered		Fertilize with 15-0-15 w/ minors (8-10 lbs) Root drench with Clearys 3366 & Chipco Aliette. Thoroughly drench. Perform any lower frond pruning.	Root drench with Subdue. Inspect terminal bud for signs of insects Drench bud with orthene if evidence of a nest is discovered
May	June	July	August
Remove emerging seed/date stalks	Fertilize with 15-0-15 w/ minors (8-10 lbs) Root drench with Clearys 3366 & Chipco Aliette. Thoroughly drench	Root drench with Subdue Submit soil and root sample to agricultural lab. Test for N,P,K, pH, minors and disease	Inspect terminal bud for signs of insects Drench bud with orthene if evidence of a nest is discovered
September	October	November	December
Fertilize with 15-0-15 w/ minors (3-4 lbs) Root drench with Clearys 3366 & Chipco Aliette. Thoroughly drench	Root drench with Subdue	Inspect terminal bud for signs of insects Drench bud with orthene if evidence of a nest is discovered	Fertilize with 15-0-15 w/ minors 3-4 lbs) Root drench with Clearys 3366 & Chipco Aliette. Thoroughly drench

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this BID.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, Village of Tequesta, 345 Tequesta Drive, Tequesta Florida 33469. Normal Village business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, except holidays. All Bids will be publicly opened at Village Hall. Each Bid submitted to the Village Clerk shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, BID number, due date for Bids, and the title of the Bid. Included in the envelope shall be a signed original of the Solicitation Summary, 2 Copies and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

RFP No. : 2018-03PW

Title: Mowing and Landscaping Services

Due Date and Time: Friday, August 10, 2018 @ 3:00pm

NAME OF BIDDER

SECTION 4 PRICING INFORMATION

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided in Exhibit A, Pricing Schedule, the firm and fixed prices and rates offered to the Village for providing the goods and services described in this Solicitation. The prices must be clear and unambiguous. No ranges shall be entered into the Excel document.

Bidders shall submit the Pricing Information in an unmodified Excel format with the Bid Submittal. Failure to follow these instructions may result in your bid being rejected.

4.2 REQUIRED SUBMITTALS

The Bidder shall include copies of its certifications and any other relevant licenses or documentation with its Bid Submittal.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

FIRM NAME

SIGNATURE

NAME AND TITLE

DATE

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(SIGNATURE OF AUTHORIZED AGENT)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, NOTICES

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Work Place
- e. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of Tequesta.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Tequesta in order to perform the service. Upon request from the Village of Tequesta custodian of public records, Contractor shall provide the Village of Tequesta with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the Village of Tequesta all public records in possession of the Contractor or keep and maintain public records required by the Village of Tequesta in order to perform the service. If the Contractor transfers all public records to the Village of Tequesta upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Tequesta, upon request from the Village of Tequesta custodian of public records, in a format that is compatible with the information technology systems of the Village of Tequesta.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE VILLAGE CLERK LOCATED AT 345 TEQUESTA DRIVE TEQUESTA FLORIDA 33469, PHONE NUMBER (561) 768-0443, EMAIL ADDRESS: LMCWILLIAMS@TEQUESTA.ORG

Acknowledged:

Firm Name

Signature

Name and Title

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who,
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder
that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids,
and of all pertinent circumstances respecting such Solicitation.
Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,
directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in
connection with the Solicitation and contract for which the attached Bid has been submitted or to
refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly
or indirectly, sought by agreement or collusion or communication or conference with any other Bidder,
firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead,
profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any
person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

_____ Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by
_____, who is personally known to me or who has produced
_____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

This Contract shall be executed in two (2) original sets by the Village and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

Village of Tequesta

By: _____
Village Clerk

By: _____
Mayor

Date: _____, 20____

Village ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

ATTEST:

Contractor:

By: _____
Corporate Secretary

By: _____

Print Name: _____

Print Name: _____

SECTION 9
EXHIBITS

9.1 EXHIBITS

- A. Exhibit "A" -Mowing Sites, Locations and Pricing Schedule
- b. Maps 1-24 – Correspond with Mowing sites in Exhibit "A"

NOTE: Exhibit" A" must be submitted in an unmodified Excel format with your Bid Submittal.

SECTION 10
SOLICITATION SUMMARY
The Village of Tequesta
345 Tequesta Drive
Tequesta Florida 33469

SOLICITATION SUMMARY

IMPORTANT NOTICE The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: RPF# 2018-03PW

Title: Mowing and Landscaping Services

Due Date and Time: August 10, 2018, @ 3:00PM

Name of Bidder: _____

Address: _____

Contact Person: _____

Total Bid Amount: \$ _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of Tequesta

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR BID.