

RESOLUTION NO. 38-06-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING THE CONTRACT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC. FOR THE PROVISION OF PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (“CRA”) is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the of the Town of Lake Park’s historic main street (Park Avenue) and core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

WHEREAS, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for the maintenance and upkeep of landscaping within the public rights-of-way located within the CRA boundaries, and requires a contractor to provide the needed landscape maintenance services; and

WHEREAS, the CRA solicited via Invitation-to-Bid No. 104-2020 qualified professional landscape maintenance contractors to provide the CRA with landscape maintenance services; and

WHEREAS, in its bid dated March 10, 2020, the landscape maintenance firm of Vincent and Sons Landscaping, Inc.(the “Contractor”) represented that it is qualified, able, and willing to provide the CRA with landscaping maintenance services as required, and the Contractor’s bid was found by CRA staff to be fully responsive and responsible to all requirements; and

WHEREAS, the Contractor and CRA desire to enter into a three-year agreement for the provision of professional landscape services as specified within Invitation-to-Bid No. 104-2020, with two, optional one-year contract extensions exercisable at the CRA Board’s sole discretion; and

WHEREAS, the cost for the first year of services shall be \$84,849.00, with the cost for the second and third years being \$72,109.00 each; and

WHEREAS, the CRA Board has determined that it is in the best interest of the CRA to enter into a contract with the Contractor, for the provision of professional landscape maintenance services as needed by the CRA. A copy of such contract is attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to execute the contract with Vincent and Sons Landscaping, Inc. for the provision of professional landscape maintenance services to the CRA, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Board Member Michaud who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
BOARD MEMBER ERIN FLAHERTY	<u> Absent </u>	<u> — </u>
BOARD MEMBER JOHN LINDEN	<u> / </u>	<u> — </u>
BOARD MEMBER ROGER MICHAUD	<u> / </u>	<u> — </u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u> / </u>	<u> — </u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u> / </u>	<u> — </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 38-06-20 duly passed and adopted this 3 day of June, 2020.

TOWN OF LAKE PARK, FLORIDA


BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
AGENCY CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

Contract Agreement
AGREEMENT BETWEEN OWNER AND CONTRACTOR
Lake Park Community Redevelopment Agency
Downtown Landscape Maintenance
TOWN OF LAKE PARK COMMUNITY DEVELOPMENT AGENCY
TOWN BID NO. 104-2020

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("Owner") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town Community Redevelopment Agency's Invitation For Bid No. 104-2020.

All terms, conditions, plans and specifications of Town Bid No. 104-2020, any Addenda, and Contractor's accepted bid, dated March 10, 2020 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$84,849.95 for the first of the three years the contract is in effect, which is the Base Bid plus the addition of Alternate 1 and the Initial Maintenance Event. The total contract amount shall be \$72,109.95 for the second and third years, which is the Base Bid plus the addition of Alternate 1. Additionally, any services to be rendered by Contractor to Owner for Irrigation Technician, Laborer, Arborist, or Landscape Architect while contract is in effect shall be provided at the rates indicated in the Contractor's accepted bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 3 day of June, 2020; and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____

Michael O'Rourke, Mayor

5 day of June, 2020

Vivian Mendez, Town Clerk



Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____

Thomas Baird, Town Attorney

5th day of June, 2020

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Vincent and Sons Landscaping, Inc.

Name of Contractor

Andrew Suglio

Signature

Andrew Suglio, Business Development

Name, Title

6 day of April, 2020

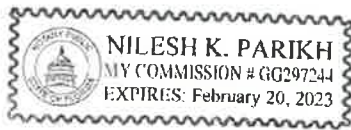
(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Palm Beach)

Sworn to and subscribed before me this 6 day of April, 2020 by

Andrew Suglio who (check one) [] is personally known to me or [X] has produced F.I.D.L. as identification.



Nilesh Parikh
Notary Public, State of Florida

NILESH PARIKH
Print or Type Name of Notary Public

My commission expires: 02/20/2023

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



Public Works
Department

March 17, 2020

NOTICE OF INTENT TO AWARD

ITB 104-2020 – Lake Park CRA Downtown Landscape Maintenance

To All Interested Parties,

Thank you for submitting your response to ITB 104-2020, Lake Park CRA Downtown Landscape Maintenance, dated March 10, 2020. The Town received five (5) responses total, with only two (2) of those responses being completely responsive and responsible bids.

Upon review, the following bidders were found to have submitted **fully responsive bids**:

1. Vincent and Sons Landscaping, Inc.
2. Chris Wayne and Associates

The following bidders' submittals were **not** fully responsive:

1. Terracon Services
2. Alligator Landscaping, Inc.
3. Precision Landscape

Attached to this notice is a complete bid tabulation, with a responsiveness checklist for each bid received. Any errors in price extensions have been addressed in the bid tabulation (in "yellow"). Of the two responsive bids received, the lowest bid was from the firm of Vincent and Sons Landscaping, Inc. We announce our intent to award a contract to:

Vincent and Sons Landscaping, Inc.
PO Box 20605
West Palm Beach, FL 33416

Award will be made at a CRA Board meeting in mid-2020, in expectation of an October 1, 2020 start date. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

Richard Scherle, MPA
Public Works Director

ATTACHED – Bid Tabulation for ITB 106-2019
ATTACHED – Responsiveness checklist for each bidder

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

**LAKE PARK CRA
DOWNTOWN LANDSCAPE MAINTENANCE
SCHEDULE OF BID ITEMS
TOWN PROJECT NO. 104-2020**

BASE BID								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terrace Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Indemnification	Yr.	One	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	Litter pick-up and disposal. Send monthly report to Public Works with invoice.	Per event	52	\$2,700.00	\$2,820.00	\$2,820.00	\$3,090.00	\$1,500.00
3	Supply labor, equipment, and material to maintain lawns and ornamental hedges.	Per event	42	\$23,400.00	\$26,536.00	\$21,440.00	\$26,780.00	\$43,580.00
4	Operate and inspect irrigation system. Repair damages. Repairs to be completed by licensed technician.	Per event	42	\$7,200.00	\$8,000.00	\$7,520.00	\$8,240.00	\$7,800.00
5	Provide Maintenance of Traffic (M.O.T.) for 10' Street width maintenance work.	Per event	42	\$1,992.00	\$1,880.00	\$1,880.00	\$2,060.00	\$0.00
6	Prune Ficus hedges; Maintain height at six feet, maximum (unless otherwise noted).	2,768 L.F.	\$ _____ (L.S.) times 12 events per yr.	\$2,200.00	\$2,400.00	\$7,800.00	\$2,472.00	\$10,800.00
7	Supply labor, equipment, and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.	2,768 L.F.	\$ _____ (L.S.) times 2 events per yr.	\$368.00	\$376.00	\$500.00	\$412.00	\$1,000.00
8	Supply labor, equipment, and material to treat Ficus hedges with a liquid spray White Fly pesticide.	14,000 S.F.	L.S.	\$552.00	\$1,128.00	\$700.00	\$618.00	\$3,200.00
9	Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.	35,757 Square Feet	\$ _____ (L.S.) times 2 events per yr.	\$552.00	\$526.00	\$700.00	\$576.80	\$800.00
10	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	L.S.	\$ _____ times 2 events per yr.	\$552.00	\$540.00	\$750.00	\$618.00	\$800.00
11	Supply labor, equipment, and material to fertilize palm trees with inclusion of five, micro-nutrient fertilizer application.	Per 100 Trees	_____ (per event)	\$800.00	\$1,800.00	\$1,000.00	\$1,696.41	\$2,000.00
12	Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas (Note: dollar amount to be filled in the 'quantity' column if the labor cost per square foot)	Labor plus materials (Use \$3.40 per sq. ft. for material budget)	\$ _____ (labor rate + \$3.40 per sq. ft.) times 1,201 sq. ft. times 2 events per yr.	\$11,067.90	\$9,947.10	\$11,908.50	\$12,698.66	\$10,227.30
BASE BID (cont.)								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terrace Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
13	Supply labor, equipment, and material to place two inches of mulch in designated areas	Labor plus materials (Use \$0.40 per sq. ft. for material budget)	\$ _____ (labor rate + \$0.40 per sq. ft.) times 1,219 sq. ft.; One event per yr.	\$3,058.05	\$3,862.00	\$4,023.75	\$9,283.60	\$2,092.35
14	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25 high (Trim one-third of all trees each year of the three year contract)	Each	_____ times 33 trees per yr.	\$1,386.00	\$1,221.00	\$1,155.00	\$1,529.55	\$1,155.00
15	Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25 high (Trim one-third of all trees each year of the three year contract) Include cost for Maintenance of Traffic (M.O.T.)	Each	_____ times 89 trees per yr.	\$4,680.00	\$5,040.00	\$4,800.00	\$5,356.00	\$4,800.00
TOTAL BID ITEMS 1. THRU 15.				\$60,615.95	\$66,176.90	\$70,097.25	\$75,531.02	\$89,854.65

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1A	Liner pick-up and disposal. Send monthly report to Public Works with invoice.	Per event	52	\$2,158.00	\$2,080.00	\$1,120.00	\$2,410.20	\$260.00
2A	Operate and inspect irrigation system. Repair damages.	Per event	52	\$3,348.00	\$3,640.00	\$1,120.00	\$3,749.20	\$1,000.00
3A	Supply labor, equipment, and material to maintain herb areas and ornamental hedges.	Per event	10	\$5,520.00	\$5,400.00	\$660.00	\$6,180.00	\$1,000.00
4A	Supply labor and equipment to fertilize all herb areas with Town supplied fertilizer.	21,430 Square Feet	5 times 2 events per yr	\$330.00	\$302.40	\$300.00	\$346.08	\$100.00
5A	Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.	700 L.F.	5 times 2 events per yr	\$138.00	\$126.00	\$120.00	\$144.20	\$100.00
TOTAL BID ITEMS 1A THRU 5A.				\$11,494.00	\$11,548.40	\$11,260.00	\$12,829.68	\$2,460.00

TOTAL BID ITEMS: BASE BID + ALTERNATE(S)				\$72,109.95	\$77,725.30	\$83,357.25	\$88,360.70	\$92,314.65
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INITIAL MAINTENANCE EVENT				Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Mobilization and registration w/ Town	L.S.	One		\$200.00	\$100.00	\$100.00	\$200.00
2	Initial litter collection & disposal, turf cut, raking (trimming, edging, and power blow); Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulech all beds. All work to be performed as detailed in "Specific Landscaping Duties" in the "Scope of Work / Technical Specifications" section of the contract documents.	Job	One	\$12,150.00	\$12,379.81	\$8,208.68	\$17,958.00	\$9,413.00
3	Provide list of plant material and palm trees needed for future resets (this information will be used for budgeting purposes).	Job	One	\$590.00	\$600.00		\$316.00	\$10,341.00
TOTAL BID ITEMS 1 THRU 3				\$12,740.00	\$13,179.81	\$8,308.68	\$18,374.00	\$19,954.00

UNIT PRICES								
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Vincent and Sons Landscaping, Inc. TOTAL PRICE	Terracan Services, Inc. TOTAL PRICE	Alligator Landscaping, Inc. TOTAL PRICE	Precision Landscape TOTAL PRICE	Chris Wayne and Associates, Inc. TOTAL PRICE
1	Trigriano Technician	Hourly	1	\$65.00	\$10.00	\$60.00	\$55.00	\$60.00
2	Laborer	Hourly	1	\$30.00	\$40.00	\$35.00	\$25.00	\$40.00
3	Arboretist	Hourly	1	\$80.00	\$65.00	\$60.00	\$95.00	\$60.00
4	Landscape Architect	Hourly	1	\$75.00	\$150.00	\$90.00		\$150.00
TOTAL Unit Prices /Hr		Hourly	1	\$250.00	\$295.00	\$245.00	\$175.00	\$310.00

Grand Total				\$85,099.95	\$91,200.14	\$91,910.93	\$106,909.70	\$112,578.65
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ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Vincent and Sons Landscaping, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

✓

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

_____ ✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

_____ ✓

BUSINESS TAX RECEIPT:

_____ ✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

_____ ✓

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____ ✓

NO _____

NAME OF TOWN REVIEWER: Mitch Abdelmenem

DEPARTMENTAL APPROVAL: M. Schulte

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Terracon Services, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

✓

Reviewer note: Bidder did not include specific language as instructed in bid package

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION: _____

*Reviewer note:
* not included*

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida: _____ ✓

BUSINESS TAX RECEIPT: _____ ✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County): _____

** not included*

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO _____ ✓

NAME OF TOWN REVIEWER: Mitch Apalmeris ✓

DEPARTMENTAL APPROVAL: PL shere

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Alligator Landscaping, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN");

*Reviewer note:
bidder did not include
language, as explicitly
included in bid
package*

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

_____ ✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

BUSINESS TAX RECEIPT:

_____ ✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

_____ ✓

*Reviewer note:
this item was not included*

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO _____ ✓

NAME OF TOWN REVIEWER: Mitch Hodelmanich _____

DEPARTMENTAL APPROVAL: [Signature] _____

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Precision Landscape

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): _____

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: _____

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"): _____

Reviewer
E note:
PS. 35-36
of bid
package
explicitly
indicates
inclusion
of sub-
contractors.
Should
have been
included
E marked
"N/A"

↑
not
included

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

✓

BUSINESS TAX RECEIPT:

✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

✓ X

* upon 2nd review not certificate found

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____

NO ✓

NAME OF TOWN REVIEWER: Mitch Abdelmesih

DEPARTMENTAL APPROVAL: pl shore

ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Chris Wayne and Associates, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN"):

✓

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

_____ ✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

_____ ✓

BUSINESS TAX RECEIPT:

_____ ✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

_____ ✓

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES _____ ✓

NO _____

NAME OF TOWN REVIEWER: Mitch Abdelmessih _____

DEPARTMENTAL APPROVAL: Al Scheide _____

OWNER:



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

INVITATION TO BID (ITB) No. 104-2020

PROJECT:

LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

DOWNTOWN LANDSCAPE MAINTENANCE

Date of Distribution: Monday, February 10, 2020

Response Due Date: Tuesday, March 10, 2020, 10:30 a.m. EST

EXHIBIT A

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List of Exhibits

Exhibit A – Entire Invitation to Bid (ITB) 104-2020 (to become part of any eventual contract)

Exhibit B – Required Forms

Exhibit C – Drawings of all areas to be serviced.

**TOWN OF LAKE PARK
INVITATION TO BID No. 104-2020
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN LANDSCAPE
MAINTENANCE**

The Town of Lake Park Community Redevelopment Agency (CRA) is seeking bids for the provision of landscape maintenance services in its downtown area. Work shall generally consist of turf mowing and maintenance, edging, mulching, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, and debris collection and disposal all within the public right-of-ways of Park Avenue, 10th Street and alleyways in the Lake Park CRA.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) and/or arborist and employ in-house personnel holding GI-BMP certification for commercial fertilizer application. Additionally, a licensed irrigation technician must either be employed in-house or provided contractually by winning bidder. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The contract anticipated to result from this solicitation will be for a term of three (3) years with the option of two, one-year extensions. It is anticipated that the contract term for this contract will begin on October 1, 2020. If the CRA chooses to award a contract, it will be awarded to the lowest responsive and responsible Bidder based on the base bid and selected alternates or in the opinion of the CRA to the company whose bid is most advantageous, and provides the best value.

“No fee” Invitation to Bid documents are available beginning Monday, February 10, 2020 and can be acquired by contacting the Town Clerk’s Office at 561.881.3311. All documents will be provided electronically. Bids shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked “ITB No. 104-2020,” with the bidder’s name and address listed, and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of Bids is Tuesday, March 10, 2020 at 10:30 a.m. local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late Bids or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

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, and to become familiar with the scope of work and all requirements which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park CRA reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the

resultant contract on such coverage and terms it deems will best serve the interests of the CRA. All proposed prices shall be guaranteed firm for 90 calendar days from March 10, 2020. Any Bidder who withdraws his or her Bid within 90 calendar days after March 10, 2020 shall forfeit its Bid Bond. Award of any contract resulting from this solicitation will be made at a CRA Board meeting.

A Bid bond is required to be submitted with your Bid in an amount equal to five percent (5%) of the Bid cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

Vivian Mendez, CMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 9, 2020, Palm Beach Post

SECTION 1: PROJECT OVERVIEW

- 1.1** The purpose of this Invitation to Bid (ITB) is to procure a qualified landscape maintenance contractor to perform landscape maintenance services in the Town of Lake Park Community Redevelopment Agency (CRA). Work will include turf mowing and maintenance, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, litter and debris collection and removal, and other landscape-related services within the public right-of-ways of Park Avenue, 10th Street, and alleyways in the Lake Park CRA. The contractor must have an in-house landscape architect (state registered) and/or arborist and employ an in-house person holding GI-BMP certification for commercial fertilizer application. In addition, contractor must employ a licensed irrigation technician, or subcontract to a licensed irrigation technician. The contract expected to result from this ITB will be for a three (3) year term, and will include two additional one-year extensions that may be exercised at the CRA's sole discretion. **The contracted services are expected to begin no later than October 1, 2020.**

Attached to this document are separate plans/drawings which serve to complement the scope of work for this project (see Exhibit C). All required bid items are described in the scope of work section and may be further clarified by addendum. Bidders are strongly encouraged to visit the project site so that local conditions are known and considered. Failure to familiarize oneself with local conditions shall in no way relieve bidders from completion of the specified scope of work.

The estimated budget for any contract resulting from this solicitation is \$80,000 per year, but has not yet been established. The budget will be established based upon bids received to this solicitation.

1.2 BOND REQUIREMENTS:

- As part of the Bidder's submittal package, the Bidder shall submit a Bid bond in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a

cashier's check made out to the TOWN OF LAKE PARK. For instructions on where to include the bond information within your bid submittal, see Section 5 of this solicitation, which includes a complete description of what bid submittals should consist of.

SECTION 2: PROCUREMENT GUIDELINES, TERMS AND CONDITIONS

2.1 The anticipated Schedule for this Solicitation is as follows:

<u>ITEM</u>	<u>EVENT</u>	<u>DATE/TIME</u>
a.	Solicitation Package Issued.....	February 10, 2020
b.	Deadline for receipt of questions.....	March 2, 2020
c.	Due Date for Bid Packages.....	March 10, 2020 10:30 a.m., EST
d.	Contract Award.....	TBD

2.2 Award of any contract which may result from this solicitation will be made to the bidder that has submitted the lowest bid prices (i.e., base bid plus alternates), and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation. The winning bidder must be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work. To be considered for award, bids must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.1. Bids must be submitted to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Bids delivered to any other location other than the Town Clerk shall not constitute receipt. Bid packages must be clearly labeled "ITB 104-2020," with the bidder's name and address information clearly identified. Failure to comply with any of these requirements will be cause for disqualification from award.

2.3 DEFINITIONS

- a. Bidder: person or firm submitting a response to this Invitation to Bid.
- c. Solicitation or Invitation to Bid (ITB): this Solicitation documentation, including any and all addenda.
- d. Bid Submittal forms: forms which must be completed and submitted with the Bid (see Exhibit B).
- e. Community Redevelopment Agency or CRA: shall refer to the Town of Lake Park's Community Redevelopment Agency, Florida.
- f. Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Bidder.
- g. Contractor: successful Bidder that is awarded a contract to provide the goods or services to the Town.
- h. Purchasing Department: the Purchasing Department of the Town of Lake Park, Florida.
- i. Responsible Bidder: a Bidder that has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

2.4 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, 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 Town Solicitations, the Town's professional staff, and the Town Commission members.

COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town Clerk will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

2.5

ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Bids, 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. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgement of Addenda" form, when any addenda have been issued (see "List of Exhibits" for a complete catalog of all required forms).

Note, March 2, 2020 is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

2.6

LEGAL REQUIREMENTS

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

2.7 CHANGE OF BID

Prior to the scheduled due date for Bids, 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 Bid replaces the original Bid. 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 Bids have been opened.

2.8 WITHDRAWAL OF BID

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

All proposed pricing shall be guaranteed firm for 90 calendar days after March 10, 2020. If any Bidder withdraws his or her Bid prior to contract award, the Bidder shall forfeit its Bid Bond.

2.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Bid Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

2.10 PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Bidder will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town 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 Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

2.11 PREPARATION OF BIDS

- a. All Bids must include every form included within Exhibit B, in addition to any information requested by this solicitation within Section 5. The Bid submittal forms define requirements of the services to be performed or the 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 Bid. 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 forms where indicated. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive, and therefore subject to disqualification.**
- c. The Bidder must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Bidder being deemed non-responsive; however, such a determination is at the discretion of the CRA and/or its staff. Bidders are cautioned that they may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitations provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".

- 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.
- f. All Bids shall be submitted hardcopy in triplicate, and be properly sealed and labeled as described in the advertisement for this solicitation.

2.12 CANCELLATION OF SOLICITATION

The Town of Lake Park CRA reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Town.

2.13 AWARD OF CONTRACT

- a. Any contracts arising from this ITB may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The CRA 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 Solicitation as deemed in its best interest. The CRA shall be the sole judge of its best interest.
- b. The CRA 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 CRA's best interest to do so.
- c. The Bidder's prior performance as a prime contractor or subcontractor on previous Town or CRA contracts shall be taken into account in evaluating the Bid received for this Solicitation.
- d. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The CRA reserves the right to request and evaluate additional information from any Bidder after the due date for Bids, as the CRA and/or its staff deems necessary.

2.14 WARRANTY

All warranties express and implied shall be made available to the CRA for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Bidder against defects and workmanship. At no expense to the CRA, the successful Bidder shall correct any and all apparent and latent defects that may occur within the standard warranty.

2.15 PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder, as further described within the Town's purchasing ordinance.

2.16 LAWS AND REGULATIONS

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

2.17 LICENSES, PERMITS AND FEES

The successful Bidder 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 Town or a successful Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Bidder.

Contractor shall have an in-house certified arborist, and/or Florida State registered landscape architect on-staff at all times the contract is in effect. Additionally, it shall have a GI-BMP certified personnel for the application of any fertilizers. Irrigation technician shall also be licensed in Palm Beach County. "In-House" in this context means a person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.

2.18 SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the CRA shall constitute a material breach of the agreement and may result in termination of the contract for default.

2.19 ASSIGNMENT

The successful 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 CRA. Assignment without the prior consent of the CRA may result in termination of the contract for default.

2.20 SHIPPING TERMS

Unless otherwise specified in the Solicitation, any materials shall be F.O.B. Destination. Freight shall be included in the proposed price, if applicable.

2.21 RESPONSIBILITIES AS EMPLOYER

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

It is the successful 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 Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Bidder.

2.22 INDEMNIFICATION and INSURANCE

The successful Bidder shall indemnify and hold harmless the CRA, Town, 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 CRA, Town 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 successful Bidder or its employees, agents, servants, partners, principals, or subcontractors. The successful 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Bidders shall not commence any performance pursuant to the terms of this ITB until certification or proof of insurance has been received and approved by the Town'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 Town of Lake Park 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 CRA or by any of its representatives, which

indicate less coverage than is required, does not constitute a waiver of the selected Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park CRA.

The selected Bidder must submit a current Certificate of Insurance, naming the Town of Lake Park and Town of Lake Park CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Bidder shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than One Million Dollars (\$1,000,000).
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

2.23 COLLUSION

A Bidder shall submit an affidavit under the penalty of perjury, on a form provided by the CRA (see Exhibit B), stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the 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 Bidder 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 CRA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

2.24 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.

2.25 TERMINATION FOR CONVENIENCE

The CRA, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this ITB 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 CRA shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

2.26 TERMINATION FOR DEFAULT

The CRA 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. The awarded Bidder's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB.

The CRA further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any

source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent winning Bidder.

2.27 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, 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.

2.28 ACCESS AND AUDIT OF RECORDS

The CRA and Town reserves the right to require the successful Bidder to submit to an audit by an auditor of the CRA's and Town's choosing at the successful Bidder's expense. The successful Bidder shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Bidder shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

2.29 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 Town 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 Town and CRA contracts.

2.30 PRE-AWARD INSPECTION

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

2.31 PROPRIETARY/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 that Bidder considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Bidder. In the event that the Bidder submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA 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.

2.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park CRA 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 (HIPPA) OF 1996.

HIPPA 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 Town of Lake Park 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 Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park 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 successful 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.

2.33 ADDITIONAL FEES AND SURCHARGES

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

2.34 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).

2.35 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.

2.36 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

2.37 GOVERNING LAW AND VENUE

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by 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.

2.38 ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park CRA complies with all laws of 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, successful Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful 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 successful Bidder further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

2.40 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the CRA 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 CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

2.41 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 successful Bidder.

2.42 MINIMUM WAGE REQUIREMENTS

The successful Bidder shall comply with all minimum 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 employment laws, as may be applicable to this contract.

2.43 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Town will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB/RFP.

2.44 CONFLICTS OF INTEREST

All Bidders must disclose within their Bid the name of any officer, director, or agent who is also an employee of the Town of Lake Park or CRA. Further, all Bidders must disclose the name of any Town

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 Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

2.45 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 successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

2.46 OTHER GOVERNMENTAL AGENCIES

If a Bidder is successfully awarded a contract as a result of this Solicitation, 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.

2.47 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 presented to the CRA, and adhered to by the successful Bidder, 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 successful Bidder.

2.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Bidder fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and

understood that the CRA reserves the authority to cancel the contract with the successful Bidder and secure the services of another vendor to purchase the items or complete the work.

If the CRA exercises this authority, the CRA shall be responsible for reimbursing the successful Bidder for work that was completed, and items delivered and accepted by the CRA in accordance with the contract specifications. The CRA may, at its option, demand payment from the successful Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the CRA as a result of having to secure the services of another vendor.

2.49 CORRECTING DEFECTS

The successful Bidder shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within two (2) calendar days after the CRA notifies the successful Bidder of such deficiency in writing. If the successful Bidder fails to correct the defect, the CRA may (a) place the successful Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the successful Bidder for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing. In addition, if the Bidder fails to correct the defect within two (2) calendar days, the CRA reserves the right to deploy its own staff to correct the defect and charge the Bidder.

2.50 ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town 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 successful Bidder. Barricades or other safety devices shall be provided by the successful Bidder when work is performed in areas traversed by persons, or when

deemed necessary by the Town. Any Maintenance of Traffic operations shall be supervised by competent and qualified person.

2.51 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the 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.

2.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Bidder hereby acknowledges and agrees that all materials, except where requested, supplied by the successful 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 CRA by the successful Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Bidder at the Bidder's expense and the contract cancelled; or (2) the CRA may require the successful Bidder to replace the materials of the successful Bidder's expense.

2.53 TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

2.54 BIDDER'S COSTS

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

2.55 FORCE MAJEURE

The CRA and the successful 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 part 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 Town may excuse performance for a longer term. Economic hardship of the successful 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.

2.56 FISCAL FUNDING OUT

The CRA'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 Town.

2.57 RIGHTS OF THE CRA

This ITB constitutes an invitation for submission of Bids to the CRA. This ITB does not obligate the CRA to procure or contract for any of the scopes of services set forth in this ITB. The CRA reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- To receive questions from potential Bidders and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities, or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Bidder and to request additional information (either in writing or in presentations and interviews) to support such Bidder's responses and submittals.
- To visit facility construction area referenced in the Bidder's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Bidders either in writing or in presentations and interviews.
- To cancel the ITB with or without substitution of another ITB.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 Work Restrictions

Portions of the project site are residential neighborhood areas and are subject to noise restrictions. Work shall take place Monday through Friday, 8:00 a.m. – 5:00 p.m. The site shall be considered closed on Saturdays, Sundays, and Holidays, and hours of construction shall be restricted to regular business hours and will be strictly enforced. Requests to work outside of these hours may be made in writing to the Public Works Director, and granted at the CRA's sole discretion.

3.2 Payment Procedures

All required forms, waivers, insurance documents, work tracking and validation sheets, etc. must be received to the satisfaction of the CRA prior to payment. All requests for payment shall be submitted to the Finance Department, 535 Park Avenue, Lake Park, Florida 33403. Invoices sent to any other location will not constitute official receipt.

3.3 Notice-to-Proceed

An officially executed purchase order from the Town shall serve as the Notice-to-Proceed. The start date for construction shall be the date at which the Notice-to-Proceed is delivered and received by the successful bidder.

SECTION 4: SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

GENERAL

Attached to this document are separate plans/drawings available as a complement to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

700 Block

The 700 block of Park Avenue has two landscaped medians at either end of the block containing trees and low to medium height hedges. The bullnose in both medians contains annuals and mulch. The east median has Bougainvillea which requires special attention and the Clock Tower which serves as a gateway to the downtown. The right-of-way is 80 feet wide and there are trees and low to medium height hedges growing between private property parking lots and the back of the sidewalk. There are curbed parking lane bulb-outs that contain turf, low hedges, and trees. The parking spaces are flanked by low hedges and trees. There are grass swales, a half a block long, north and south of Park Avenue on 7th Street and 8th Street. Refer to the plan set for limits of work along 7th and 8th Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line a chain link fence and flank dumpster enclosures. The alleyway landscaping is irrigated from a well water pump station located in the adjacent Community Garden.

800 Block

The 800 block of Park Avenue has two landscaped medians at either end of the block. The work within the 80' right-of-way is similar to the 700 block. An irrigation pump station using well water is located in the east median. The north right-of-way is at the building face. Refer to the plan set for limits of work along 8th and 9th Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

The property addressed as 800 Park Avenue is owned by the CRA and maintenance of the landscaping is included in the contract.

The property outlined in the plan set sheet 2 as Town Greene is private property used by the Town for special events. Maintenance of turf (Bahia), hedges, irrigation and fertilization is an Alternate in the bid.

900 Block

The 900 block of Park Avenue has one landscaped median. The work within the 80' right-of-way is similar to the 700 and 800 blocks. The maintenance of the landscaping at the Post Office building is included in the contract. Refer to the plan set for limits of work on 9th Street.

There are landscaped alleyways behind the businesses on the north and south side of Park Avenue in the 900 block. These alleys are landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

10th Street-Park Avenue to Northlake Boulevard

Tenth Street has eight landscaped medians plus a grassed triangle at the intersection of 10th St. and Prosperity Farms Road. Three of the median bull noses have opportunity for mulch and annuals. There is turf, shrubs, ornamental grasses, palmetto shrubs, and a variety of trees. There are two well water irrigation pump stations. Besides landscape and irrigation maintenance, collection of litter is required within the right-of-way (back of sidewalk to back of sidewalk). **NOTE:** 10th Street is a high speed/high volume roadway which requires signage and barricades to be placed when work is being performed within the right-of-way. A Maintenance of Traffic plan (M.O.T.), prepared by a competent person, must be submitted and approved by the Town before any work is performed in the medians. The plan must be adhered to any time crews are performing work in the medians. See "Maintenance of Traffic (M.O.T.)" in Schedule of Bid Items.

Alleyway East of 10th Street between Greenbrier Court and Northern Drive

The north/south alleyway has Ficus hedge, turf and irrigation system on the east side of the alleyway. One block has no alleyway. The irrigation system is served by battery operated time clock valves on potable water. The Ficus hedge is purposely kept low south of Hawthorne Drive

for security purposes at the adjacent school. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed. The northern two blocks of Ficus hedge are in bad condition and will require special treatment (hard cut-back or replacement). All Ficus hedge will require White Fly treatment.

SPECIFIC LANDSCAPING DUTIES-FREQUENCY

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Invoices will not be processed for payment without the required documentation. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

42 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE: Contractor may use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.**

42 times / year: Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The CRA will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items. **NOTE: Contractor/bidder shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.**

8 times / year: Prune Ficus hedges (keep base slightly wider than top), edge, weed and rake beds. Maintain height at six feet maximum (unless otherwise noted).

2 times / year: Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic white fly pesticide.

1 time / year: Supply labor, equipment and materials to treat Ficus hedges with a liquid spray white fly pesticide.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges (including Ficus hedges) and groundcover. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor, equipment and materials to fertilize all palm trees using fertilizer spikes with appropriate micro-nutrients. Place five spikes per tree, minimum. Contractor to purchase fertilizer spikes.

2 times / year: Supply labor, equipment, and material to place annuals and two inches of mulch in selected beds. Budget \$ 3.40 per square foot for plants and mulch materials. Mulch shall be Eucalyptus or Pine Bark (no cypress mulch).

1 time / year: Supply labor, equipment, and material to mulch selected beds. Prepare beds by raking and removing loose material and weeds with a stiff, steel rake. Place two inch layer of fresh mulch. Budget \$0.40 per square foot for Eucalyptus or Pine Bark mulch (no cypress mulch).

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees less than 25' high. Dispose of all trimming off-site.

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees greater than 25' high. Include cost of Maintenance of Traffic (M.O.T.). The use of a bucket truck on Park Avenue may require temporary detours and traffic flaggers. Dispose of all trimmings off site for disposal.

QUANTITIES (estimated for bidding purposes)

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Turf	35,757 S.F.
Mulch beds	3,219 S.F.
Annual & Mulch beds	1,401 S.F.
Ornamental hedge and ground cover.....	Field Verification Required
Trees under 25' tall	Field Verification Required
Trees over 25' tall	Field Verification Required
Ficus Hedge trim	2,768 L.F.
White Fly treatment (systemic).....	2,768 L.F.
White Fly treatment (spray).....	14,000 S.F.

ALTERNATES

Town Greene

The Town Greene is a privately owned parcel on the west side of the 800 Park Avenue building that is being leased to the Town for special event usage. The lease agreement requires the Town to maintain the landscaping of this three-quarter of an acre parcel until the property owner moves ahead with site development. The annual maintenance costs associated with the Town Greene will be included in each year of this contract with the understanding that this portion may be cancelled at any time after sixty days' notice to the contractor.

The regular collection of trash, maintenance of the Bahia turf, hedges, and irrigation system as well as the scheduled manual irrigation and fertilization of the turf, are a part of this Alternate Bid item.

The landscaping is irrigated from a well water pump station located at the west end of the property. There is not a permanent power supply to the pump and timer; a heavy duty extension cord must be run from the pump house to a nearby electric pedestal to activate the system for each irrigation event.

SPECIFIC LANDSCAPING DUTIES-FREQUENCY

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

Weekly: Operate and inspect irrigation system. Connect power cord to supply and let system operate through an entire irrigation cycle. Detach cord and store in pump house. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items.

30 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may

use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

QUANTITIES (estimated for bidding purposes)

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Bahia Turf21,430 S.F.

Ornamental hedge.....708 L.F.

SECTION 5: BID SUBMITTAL REQUIREMENTS

5.1 BID SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Bidder should submit three complete hard copies of its entire completed Bid submittal Package. Bidders should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Bid shall be written in sufficient detail to permit the CRA to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

a. SUBMITTAL FORMAT

To facilitate and expedite review, the CRA asks that all Bidders follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Bid, or rejection of your Bid. Please abide by all requirements set forth to avoid any risk of disqualification.

b. BIDS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 - FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Any missing items will render a Bid unresponsive. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is determined to be the responsive and responsible Bidder with the lowest bid price. **For your convenience, all the forms listed below are included as 'Exhibit B.' Do not use any other forms, other than those included within Exhibit B, for your Tab 1. Inclusion of any other forms may result in your Bid being deemed unresponsive.**

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page

- c. Conflict of Interest Disclosure form
- d. Notification of Public Entity Crimes Law
- e. Drug-free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Schedule of Bid Items, fully completed.
- i. List of References
- j. Anti-kickback affidavit
- k. List of subcontractors

TAB 2 – INSURANCE, BOND, and NOTIFICATION OF LITIGATION

- Include a certificate of insurance (COI) that proves insurability as specified in Section 2. Successful bidder will be required to submit their COI with the specified insurance coverages within 7 business days of contract execution.
- Include bid bond, as specified in Section 1.
- Include information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Bidder, any of its employees or subcontractors, is or has been involved within the last three (3) years. If this is not applicable, because there is no prior or pending litigation, please include a statement that says the following: “NO PRIOR OR PENDING LITIGATION, EITHER CIVIL OR CRIMINAL, INVOLVING A GOVERNMENTAL AGENCY OR WHICH MAY AFFECT THE PERFORMANCE OF THE SERVICES TO BE RENDERED HEREIN”

TAB 3 – CERTIFICATIONS AND LICENSES

Include copies of ALL licenses, certifications, business tax receipts, and/or other proof which successfully demonstrates that the bidder is

qualified to complete the work associated with this solicitation. THIS SHOULD INCLUDE any applicable landscape architecture certification, AND/OR arborist certification, as well as GI-BMP certification for personnel who may be applying fertilizer. In addition, irrigation technician certification for any personnel who may be serving the role of irrigation technician should be included here.

TAB 4 – Optional Information from Bidder

- Include any exceptions or clarifications to bid as submitted. This tab is optional. Failure to include a Tab 4 will not disqualify a bidder from award. However, its inclusion is encouraged if the bidder has any exceptions or clarifications to its bid package.

SECTION 6: THE AWARD PROCESS

The CRA reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the CRA. In general, the recommendation for award will be made to the Bidder who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

6.1 REVIEW OF BIDS FOR RESPONSIVENESS – STEP 1

Each Bid will be reviewed to determine if the Bid is responsive to each of the submission requirements outlined in Section 5 (Tabs 1-3). In order to move to Step 2 of the process, a Bid must first be deemed completely responsive to all of the submittal requirements. A responsive Bid is one that follows the requirements outlined in Section 5, includes all documentation and completed forms, is submitted in the format outlined in Section 5, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed non-responsive.

6.2 RIGHTS TO ADDITIONAL INFORMATION

Any Bidder recommended for award may be required to provide to the CRA:

- a.) Its most recent certified business financial statements as of a date not earlier than the end of the Bidder's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b.) The CRA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing to determine

if the Bidder is capable of performing the requirements of this Solicitation.

6.3 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the CRA Board for approval. All Bidders will be notified in writing when the CRA Executive Director or designee makes an award recommendation. The contract award, if any, shall be made to the Bidder(s) whose Bid(s) are deemed by the CRA to be in the best interest of the CRA. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Bidder(s) shall be final.