

Invitation to Bid
For
Landscaping Services for Town Owned Properties

ITB NO. 2017-03

Town of Highland Beach
3614 S. Ocean Blvd.
Highland Beach, FL 33487

Town of Highland Beach, Florida
Invitation to Bid 2017-03
Landscaping Services for Town Owned Properties

The Town of Highland Beach is requesting sealed bids for landscaping services for Town owned properties.

Bid specifications may be viewed from the Town's website at www.highlandbeach.us or picked up in Town Hall located at 3614 South Ocean Blvd., Highland Beach, Florida 33487.

A MANDATORY Pre-bid meeting is scheduled for Tuesday, September 12th at 2:00PM. The pre-bid meeting will be conducted in the Town Commission Chambers located at: 3614 South Ocean Blvd., Highland Beach, Florida 33487.

Sealed bid packages must be delivered to:

Town of Highland Beach Clerk's Office
c/o Lanelda Gaskins, Town Clerk
3614 South Ocean Blvd., Highland Beach, Florida 33487

and received at or before 2:00 PM on Wednesday, October 4, 2017, at which time the bids will be publicly opened at Town Hall located at 3614 South Ocean Blvd., Highland Beach, Florida 33487. Timely delivery is solely and strictly the responsibility of the Bidder. Bids received after this date and time will be rejected.

Further instructions and conditions are stated in the Invitation to Bid documents.

The Town reserves the right to reject any and/or all bids and waive technicalities and/or any irregularities therein. The Town further reserves the right to award a contract to the Bidder whose bid best serves the interests of the Town in the sole discretion of the Town.

TOWN OF HIGHLAND BEACH, FLORIDA

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GENERAL INFORMATION

1. PROJECT OBJECTIVE

The Town of Highland Beach, Florida is requesting bids from qualified vendors to provide landscaping services for Town owned properties. A complete scope of work is incorporated into this ITB as **Exhibit "A"**.

2. SUBMITTAL OF BIDS

Interested Proposers are invited to submit a complete bid for consideration. The bid must address the items requested, clearly and concisely.

Time is of the essence and any bid received after **2:00 PM, Wednesday, October 4, 2017** whether by mail or otherwise may be rejected by the Town. The Town will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Town Clerk's Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the town Clerk's Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITB number, title, and date and hour bids are scheduled to be received. Proposers are responsible for insuring that their bid is delivered and stamped by the Town Clerk's office personnel by the deadline indicated. At the designated time and place, the Town Clerk or designee will record the bids for the record.

The Town reserves the right in its sole discretion to reject any or all bids and/or to waive all nonmaterial irregularities on any and all bids. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this ITB are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITB constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this ITB. All bids must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of bid.

2A. PRE-BID MEETING:

A mandatory pre-bid meeting is scheduled for September 12, 2017 AT 2:00 PM at Town Hall Commission Chambers which is located at: 3614 South Ocean Blvd., Highland Beach, FL 33487. The pre-bid meeting is for the purpose of viewing the worksite identified in the Scope of Work and Specifications Section. Attendance at this meeting is mandatory.

3. REGISTRATION

Each Proposer seeking to submit a bid is requested to **register** with the Town Clerk's Office in order to receive any addenda to this ITB. Please complete the Registration Form attached as

7. CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this ITB and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: <http://www.pbcgov.com/legislativeaffairs/lobbying.htm>, is in effect. The Bidder shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this ITB between any Bidder or Bidder's representative and any Town of Highland Beach employee. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town of Highland Beach Commission awards or approves a contract, rejects all Bids or otherwise takes action which ends the solicitation process. A Bidder's representative shall include but not be limited to the Bidder's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Bidder.

8. ETHICS REQUIREMENT

This ITB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this ITB. Any reliance on the contents of this ITB, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this ITB either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the non-material provisions of this ITB. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting bids in response to this ITB. Following submission of a bid, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the bid and/or the Proposer, including the Proposer' affiliates, officers, directors, shareholders, partners and employees, as requested by the

Town. Any action taken by the Town in response to bids made pursuant to this ITB or in making any award or failure or refusal to make any award pursuant to such bids, or in any cancellation of award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or their advisors.

Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any bid submitted pursuant to this ITB is at the sole risk and responsibility of the party submitting such bid.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this ITB, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- C. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the TOWN as an "Additional Insured".

12. BID SELECTION AND AWARD

The Town Manager or designee or an appointed selection committee, by the Manager, will evaluate the bids in order to prepare a recommendation to the Town Commission for the selection of the top-ranked bidder and award of a resulting contract. The selection of a bidder with whom to contract shall be based on the “best value” to the Town using the following criteria:

- a. Qualifications;
- b. Skill and experience based on reference verification;
- c. Amount of the base bid or base bid with any deduct alternative item(s) in relation to the needed goods & services to other bids received; and,
- d. Adherence to the specifications and requirements of the ITB.

The above criteria are equally weighted.

The Town Commission is not bound by any recommendation that it receives and the Town Commission may deviate from the recommendation in determining the best overall responsive bid which is most advantageous and in the best interest of the Town. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each bid will be evaluated individually and in the context of all other bids. Bids must be fully responsive to the requirements described in this ITB and to any subsequent requests for clarification or additional information made by the Town through written addenda to this ITB. Bids failing to comply with the submission requirements, or those unresponsive to any part of this ITB, may be disqualified. There is no obligation on the part of the Town to award the bid to the lowest priced proposer, and the Town reserves the right to award the contract to the proposer submitting the best overall responsive bid which is most advantageous and in the best interest of the Town (consistent with the evaluation criteria). The Town shall be the sole judge of the bids and the resulting agreement that is in its best interests.

As part of the evaluation process, the Town may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their ITB constitutes acknowledgment of the process and consent to the Town's investigation. Town is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the Town may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the Town.

While the Town allows Proposers to specify any desired variances to the ITB terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the Town.

13. BID FORMAT

Each proposer shall submit **one (1) original, four (4) copies, and one (1) electronic copy of their bid**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Bids must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of bid.**

Only one bid may be submitted by each Proposer.

14. REPRESENTATIONS BY SUBMITTAL OF BIDS

By submitting a bid, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the bid or in the anticipated contract.

B. The bid is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another bid, and that the bid submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the bid unless otherwise indicated or negotiated, and that the bid may become part of any contract entered into between the Town and the Proposer.

D. By signing and submitting a bid, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a bid to the Town of Highland Beach for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its bid does not violate this statute.

F. Proposer recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of bid information to third parties.

15. PROTESTS

Any actual Proposer who is aggrieved in connection with this ITB may protest such procurement. The protest must be filed with the Town in accordance with the Town's procurement code. A complete copy of the Town's procurement code is available from the Town Clerk.

16. EXHIBITS

This ITB consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Scope of Services
- B. Exhibit "B" Registration Form (must be submitted)
- C. Exhibit "C" Bidder Acknowledgment Form (must be submitted)
- D. Exhibit "D" Drug Free Workplace Form (must be submitted)
- E. Exhibit "E" References (must be submitted)
- F. Exhibit "F" Bid Proposal Cost Sheet (must be submitted)

17. COMPLIANCE

All bids received in accordance with this ITB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its bid contains exempt or confidential information, the Proposer must identify the same at the time of submission of its bid. Failure to do so may result in the waiver of such exemption or confidentiality.

18. TERM OF CONTRACT

The contract shall be for a period of **three (3) years** with the option to renew for **two (2)** additional one year periods. Option to renew is at the sole discretion of the Town. Any renewal will be subject to appropriation of funds by the Town of Highland Beach.

19. CONTRACT AGREEMENT

The successful Contractor(s) will be required to enter into a formal written contract with the Town of Highland Beach. At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Town. The Town reserves the right to delete or amend any of the services as listed and described herein.

20. LITIGATION CONCERNING THE ITB AND AGREEMENT

By submitting a Bid, the Bidder agrees that: (a) any and all legal actions necessary to interpret or enforce this ITB or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this ITB or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

21. PUBLIC RECORDS

Any material submitted in response to this ITB will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Bidder contends that part of its Bid is not subject to disclosure, the Bidder shall identify specifically any information contained in the Bid that the Bidder considers

confidential or otherwise exempt from disclosure under the Public Records Law, and the Bidder shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this ITB. The Town shall have no liability to a Bidder for the public disclosure of any material submitted to the Town in response to this ITB.

22. FUNDING IS CONTINGENT

The obligations of the Town under this ITB and the Agreement are subject to the availability of funds lawfully appropriated for such purposes.

23. LOBBYING

All Bidders are advised that the Town falls under the Palm Beach County Lobbyist Registration Ordinance and all Bidders must comply with that ordinance. Any violation of this requirement may cause the Bidder to be disqualified and prohibited from participating further in the ITB process.

24. INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Bidders should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

25. CONFLICTS OF INTEREST

Each Bidder must disclose the name of any officer, director, agent, or employee of the Bidder or any relative of an officer, director, agent, or employee that is also an employee of the Town. Further, all Bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries or affiliates. No Bidder may own or have a financial interest in more than ten percent (10%) of any other Bidder, regardless of whether such ownership is direct or through a parent, subsidiary or holding company or any other business entity.

END OF GENERAL INFORMATION

EXHIBIT “A”

SCOPE OF SERVICES

LAWN MOWING SERVICES

LAWN MOWING: Mowing shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or leaving any missed or uncut grass. All mowers will be set to the proper cutting height and level as seasonal conditions may apply.

LAWN TRIMMING: All areas not accessible with a mower will be mechanically trimmed to the same height as adjacent turf is mowed utilizing a rotary line trimmer. All lawn areas shall be trimmed during each mowing.

LAWN EDGING: All prescribed edges including driveways, walkways, sidewalks, street edges, and stepping-stones will be maintained utilizing a vertical edger machine. All edging will be performed during each mowing.

CLEAN UP: Any debris caused by lawn maintenance operations will be immediately removed from adjacent paved surfaces and walkways to insure a professional appearance of a clean and orderly pattern of work.

Special Note: Mowing, Trimming, and Edging will be done carefully so as not to ‘bark’ trees or shrubs, intrude into groundcover beds, damage sodded berms, or cause damage to sprinkler heads, valves, landscape or accent lighting, personal property, or other properly installed facilities. Any damage caused by negligence during maintenance operations, upon notice to Contractor, will be repaired or replaced at the sole expense of Contractor.

Lawn Mowing services are to be performed thirty-eight (38) times per year or more frequently if needed or as directed by the Town.

TRIMMING SERVICES

PLANT TRIMMING: All plant material not exceeding eight (8) foot in height will be trimmed so as to conform to specifications as set forth by managing agent. Hedge-type material to be maintained in a geometrical form will be trimmed utilizing manual or mechanical hedge shears. Flowering shrubs, bushes, groundcovers, and ornamental trees will be trimmed utilizing manual ‘hand’ shears.

WEED CONTROL: All planter beds, tree rings, and paved surfaces will be maintained in a weed free condition utilizing manual and chemical control methods.

TREE TRIMMING: All trees will be maintained in such a way as to promote the natural characteristic of each variety and its use in the landscape. Hand pruning methods will be utilized to remove sucker growth, dead wood, or branches below a minimum canopy height of eight (8) feet or as newly installed trees mature. Palm trees will be pruned to a height reachable by pole saw in order to remove inflorescent foliage and seedpods. All tree trimming must only be performed by employees who possess a current and valid Broward County Tree Trimming License.

CLEAN UP: Any debris resulting from bed detail operations will be removed and properly disposed on the same day that services are being performed.

Special Note: All pruning instruments are to be maintained in a clean, sharp cutting condition to provide for a clean cut, reducing the susceptibility of disease or pest infestation. All tree and palm trimming must comply with Broward County Tree Trimming specifications and techniques. This agreement does not provide for the shaping or ‘topping’ of any tree.

Bed Detail services are to be performed a minimum of twelve (12) times per year and more frequently if needed or directed by the Town.

Weeds shall be removed immediately or upon notice. There should be no visible weeds in planter beds or hard surfaces at any time.

FERTILIZATION SERVICES

APPLICATION: All Lawn Areas, Shrubs, Trees, and Palms will be fertilized utilizing standard practices and methods of application.

PRODUCT TYPES: All products utilized will be specific in use for lawns or plant material to be fertilized as current conditions or pre-arranged fertilization programs may dictate. Soil testing will be performed at no charge at the discretion of Contractor in order to determine appropriate blends and rates of application.

WEED & FEED: ‘Weed and Feed’ will be applied during the months of December through March for the control of broadleaf weeds in the turf. Each weed and feed application is optional and if desired will count as one lawn fertilization.

CLEAN UP: All paved surfaces will be blown clean of fertilizer immediately following application. Any stains resulting will be removed at the sole expense of Contractor.

Lawn applications are to be performed a minimum of four (4) times per year and more frequently if needed or as directed by the Town.

Shrub, Tree, and Groundcover applications are to be performed a minimum of four (4) times per year and more frequently if needed or as directed by the Town.

Supplemental Palm Tree micronutrient applications will be performed a minimum of two (2) times per year and more frequently if needed or as directed by the Town.

IRRIGATION MAINTENANCE

INSPECTIONS: All areas of the landscape will be visually inspected during weekly maintenance operations. “Wet tests” will be performed at a minimum, once per month. Any deficiencies noted will be repaired immediately if they fall under the purview of the Contractor. Other deficiencies will be reported to the Town with a recommended solution.

REPAIRS: Damage to any components caused by the negligence or activities of the Contractor will be repaired or replaced at the sole expense of Contractor. All other repairs require written approval prior to commencement of work.

ROUTINE CYCLING/QUALITY CHECKS: Contractor shall provide qualified labor and supervision sufficient to perform and be responsible for routine cycling, repairs, and trajectory adjustments. Frequency of quality check cycling shall be at least monthly or more frequently if needed or as directed by the Town.

PEST CONTROL

INSPECTIONS: All areas of the landscape will be visually inspected during weekly maintenance operations. Deficiencies noted will be reported to the Managing Agent with recommendation for control.

APPLICATION: All Lawn Areas, Shrubs, Groundcovers, Palms, Hardwoods, and Ornamental Trees will be treated utilizing standard practices and methods of application. All applications must be performed by a licensed and certified Pest Control Operator.

ROUTINE PEST CONTROL: Contractor will be responsible for damage or loss due to insect or fungus infestation within its control.

Pest Control services are to be performed a minimum of twelve (12) times per year or more frequently as needed for proper control.

OPTIONAL SERVICES

FLOWER BEDS/PLANTINGS/MULCHING

Upon request by the Town, the Contractor will provide the necessary labor and materials to provide additional seasonal flowers, plantings and/or mulching at Town facilities. This work will be performed in a professional, workmanlike manner. The cost of this work will be include labor, transportation, materials and/or any other item necessary to properly fulfill the request. Pricing

for these services will be detailed in the attached bid sheet.

TREE TRIMMING

Upon request and authorization by the Town, trees, not covered in the Trimming Section of this Agreement, generally with a canopy height exceeding eight (8) feet, will be trimmed by the Contractor. This will include removal of coconuts, inflorescent foliage and seedpods. All tree trimming must only be performed by employees who possess a current and valid Broward County Tree Trimming License. Pricing for these services will be detailed in the attached bid sheet.

STORM PREPARATION & REMEDIATION

In preparation for a named storm event, Contractor shall contact the Town in order to discuss strategies that may be applicable to the event. This contact will be made at least 24 hours prior to the predicted onset of the storm event. There will be no cost to the Town for providing this consultation, unless actual on-site services are rendered.

Within 12 hours following the cessation of the named storm event, the Contractor will, at the request of the Town, provide the necessary resources to clean up Town-owned properties covered under this Agreement. The price for services will be detailed in the attached bid sheet.

OTHER SERVICES

Other landscaping services, not specified in this Agreement may be performed by the Contractor at a negotiated fee upon authorization by the Town.

SERVICE LOCATIONS

The following is a list of Town-owned properties where the Contractor will provide the basic and (requested) optional services detailed in this agreement.

- Town Hall Complex (includes Town Hall, Fire Department, Library, Public Works/Water Plant and Well Field Enclosures/3112 – 3118 South Ocean Blvd.)
- North end Town entrance signage area on SR A1A
- South end Town entrance signage area on SR A1A
- Highland Beach Drive Median Island
- Bel Lido Drive Median Island
- Bel Air Drive Median Island

- Russell Drive Median Island
- Bench recess areas (14) along SR A1A
- Lift Station #1 (2620 South Ocean Blvd.)
- Lift Station #2 (3310 South Ocean Blvd.)
- Lift Station #3 (3912 South Ocean Blvd.)
- Lift Station #4 (Corner of Bel Lido & Tranquility Dr.)
- Lift Station #5 (~1038 Russell Dr.)

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EXHIBIT "B"

Highland Beach Landscape Services for Town Owned Properties

ITB # 2017-03

REGISTRATION FORM

Bidder should complete and return this form to the Town Clerk's Office prior to 2:00 PM Tuesday, September 12, 2017 **to receive any addenda(s) issued for this ITB.**

It is the responsibility of the Bidder to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

Town: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "C"
BIDDER'S ACKNOWLEDGMENT

SUBMIT ONE (1) EXECUTED ORIGINAL, FOUR (4) COPIES AND ONE ELECTRONIC COPY OF YOUR BID TO:

Town of Highland Beach
Clerk's Office
c/o Lanelda Gaskins, Town Clerk
3614 South Ocean Blvd., Highland Beach, Florida 33487

BID TITLE: Town of Highland Beach Invitation to Bid: Landscaping Services for Town Owned Properties

Bids must be received **PRIOR TO 2:00 p.m., Wednesday, October 4, 2017**, at which time Bids will be opened.

Bidder's Name: _____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Contact representative: _____

If returning as a "**NO BID**", please state reason: _____

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the Invitation to Bid, together with the Exhibits, and Bidder has read all addenda issued, if any.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: Certificate(s) of Insurance and such other documents as are required to commence the work.
5. Bidder agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid, if any, and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.

7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

8. The following officer, director or agent of the Bidder is also an employee of the Town of Highland Beach.

Name Address

10. The following employee(s) of the Town of Highland Beach, either directly or indirectly, own an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

The undersigned authorized representative of the bidder agrees to all terms and conditions stated in the Invitation to Bid, and proposes and agrees that if this bid is accepted by the Town, the bidder will enter into a standard Town contract to provide all goods and services as stated in this bid and in accordance with the terms and conditions of the Invitation to Bid.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT "E"
REFERENCES

Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

EXHIBIT "F"

BID PROPOSAL COST SHEET

LOCATION	BASIC SERVICE COST/YEAR
Town Hall Complex	
North end entrance	
South end entrance	
Highland Beach Drive Median	
Bel Lido Drive Median	
Bel Air Drive Median	
Russell Drive Median	
Bench Recess Areas (all)	
Lift Station #1	
Lift Station #2	
Lift Station #3	
Lift Station #4	
Lift Station #5	
TOTAL ANNUAL COST – ALL LOCATIONS	

BID SHEET – OPTIONAL SERVICES

SERVICE	UNIT	COST/UNIT
Seasonal Flowers	4" Pot	\$ _____/Pot
Seasonal Flowers	6" Pot	\$ _____/Pot
Seasonal Flowers	8" Pot	\$ _____/Pot
Ground cover	% Cost Markup	Actual Cost + _____%
Sod (all types)	% Cost Markup	Actual Cost + _____%
New Hedges/Shrubs	% Cost Markup	Actual Cost + _____%
New Trees	% Cost Markup	Actual Cost + _____%
Mulch	2 cu. ft. bag	\$ _____/Bag
Coconut Removal + Trimming	per tree/event	\$ _____/tree
Sable Palm Trimming	per tree/event	\$ _____/tree
Canary Palm Trimming	per tree/event	\$ _____/tree
Royal Palm Trimming	per tree/event	\$ _____/tree
Gumbo Limbos	per tree/event	\$ _____/tree
Unlisted Tree trimming	% Cost Markup	Actual Cost + _____%
Irrigation Repairs - Labor	Hourly	\$ _____/Hour
Storm Remediation - Labor	Hourly	\$ _____/Hour
Storm Remediation – Vehicle (with Driver)	Hourly	\$ _____/Hour
Storm Remediation – Debris Disposal	per cubic yard	\$ _____/cu. yd.
Other Specified Services	Negotiated Fee	NA