



Invitation to Bid

For

Landscaping Services for Town Owned Properties and Right-of-Ways

ITB NO. 2018-01

Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Town of Ocean Ridge, Florida
Invitation to Bid #2018-01
Landscaping Services for Town Owned Properties and Right-of-Ways

The Town of Ocean Ridge is requesting sealed bids for landscaping services for Town owned properties and certain rights-of-way.

Bid specifications may be viewed from the Town's website at www.oceanridgeflorida.com or picked up in Town Hall located at 6450 N. Ocean Blvd., Ocean Ridge, Florida 33435.

Sealed bid packages must be clearly marked "ITB #2018-01 Landscaping Services, October 25, 2018 @ 1:00 PM" and delivered to:

Town of Ocean Ridge Clerk's Office
c/o Tracey Stevens, Town Clerk
6450 N. Ocean Blvd., Ocean Ridge, Florida 33435

and received at or before 1:00 PM on October 25, 2018, at which time the bids will be publicly opened at Town Hall located at 6450 N. Ocean Blvd., Ocean Ridge, Florida 33435. 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 OCEAN RIDGE, FLORIDA

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GENERAL INFORMATION

1. PROJECT OBJECTIVE

The Town of Ocean Ridge, Florida is requesting bids from qualified vendors to provide landscaping services for Town owned properties and certain rights-of-way. A complete scope of work is incorporated into this Invitation to Bid (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 **1:00 PM, October 25, 2018**, 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 Hall. 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 (ITB #2018-01 Landscaping Services, October 25, 2018 @ 1:00 PM). Proposers are responsible for ensuring 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.

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 **Exhibit "B"** and mail, fax or e-mail to the Town Clerk's office at the address noted below on or before **October 1, 2018**. It is the responsibility of each Proposer to ensure that it receives all addenda. The Town shall have no responsibility to provide any addenda issued under this ITB to any Proposer; however, the Town will use its best efforts to provide issued addenda to those Proposers registered for this ITB with the Town.

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 Ocean Ridge 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 Town Clerk's 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 Ocean Ridge 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 two 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 Ocean Ridge.

19. CONTRACT AGREEMENT

The successful Contractor(s) will be required to enter into a formal written contract with the Town of Ocean Ridge. 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 must comply with the Palm Beach County Lobbyist Registration 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

General Guidelines and Specifications

Special Conditions:

The following are the general specifications covering the maintenance of landscaping in the Town of Ocean Ridge, including trees, shrubs, ground covers and turf areas. Unless specifically addressed in the appropriate maintenance area, these general provisions shall apply. Herein after the Town of Ocean Ridge, Florida, shall be understood as the owner and referenced as the "Town".

The work outlined shall include, but not be limited to, the following maintenance tasks: Mowing, edging, pruning, weeding, mulching, fertilization, pesticide/herbicide application, litter control and irrigation maintenance.

The Contractor shall respond to landscape problems or concerns within forty-eight (48) hours of being notified by the Town.

A certified arborist shall supervise any and all tree trimming programs in the Town.

The Contractor agrees to furnish all supervision, labor, materials, supplies and equipment as necessary to properly maintain the work specified herein. Supervisory personnel used to oversee the required maintenance shall have a minimum of five (5) years of experience in landscape maintenance.

The Contractor shall implement turf management practices and horticultural practices as recommended by the Institute of Food and Agricultural Services (IFAS), University of Florida, Gainesville, Florida, as found in the following publication: "Florida Lawn Handbook" – current edition.

No activity shall be carried out in a manner that will disrupt, inconvenience or endanger any member of the traveling public, either pedestrian or vehicle. Failure to follow mandated safety practices or guidelines listed herein, could result in termination of this contract for cause, at the Town's discretion. The Contractor shall comply with all State, County and Town Ordinances regarding certification, and licensure.

All work and activities shall be performed between the hours of 8:00 AM. – 6:00 PM., Monday through Friday, and Saturday 8:00 AM. – 1:00 PM. No work shall occur on Sundays or on the following federal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), except when prior approval to these conditions has been secured from the Town.

The Contractor shall be responsible for restoration of any damage that occurs as a result of their operations including but not limited to plant loss due to improper maintenance procedures, improper herbicide or pesticide use, improper trimming/pruning, improper operation, pavement damage from loading or unloading, fuel spills, untreated disease or pest problems and injury to non-target plants and organisms, etc. The Contractor shall complete all restoration work within seven (7) days of being notified of or finding damage.

The Contractor's Supervisor will complete a walk-thru after each service to confirm that the defined quality and scope of service was performed. At the end of each maintenance day, all walks, drives, road surfaces, and open space areas will be free of any loose materials, trash or debris.

The Contractor's Supervisor shall immediately bring to the attention of the Town any adverse conditions that are occurring to the landscaping that he feels are beyond the scope of the landscape maintenance contract.

All personnel shall be required to wear proper attire, which, as a minimum, includes a standard shirt carrying the company name and/or logo, present a good appearance and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when working within the road right of way. The personnel shall observe the applicable F.D.O.T. Maintenance of Traffic Standard, when working in the road right of way. The Contractor will insure that all County, State of Florida, OSHA and other applicable safety regulations are met.

No storage or provision for storage shall be made on site for maintenance equipment or materials. The Contractor shall be responsible for transporting equipment and materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written contract.

All vehicles shall be maintained in good working order, painted with the name of the company visibly displayed on the vehicle and shall be parked only on pavement when possible, otherwise parked within the Town right of way so as not to obstruct or interfere with pedestrian or vehicular traffic. All work unless otherwise specified herein shall be part of the contract amount quoted.

1. Turfgrass

A. Mowing:

All turfgrass areas shall be mowed no fewer than every seven (7) days during the growth period and approximately every other week during the reduced growth period. One complete year's schedule shall include 42 cuts per calendar year as generally outlined below:

<u>Active Growth Period:</u>	April – October
<u>Reduced Growth Period:</u>	November – March

SAMPLE MOWING SCHEDULE INDICATING a 42 CUT MOWING CYCLE PER CALENDAR YEAR. Upon awarding of this contract, the Town will establish the monthly mowing schedule which will include a nominal 42 cuts per year.

If there is unseasonable weather, provisions for additional or fewer mowings may be made. Contract shall include prices for additional cuts and credits for reduced cuts.

Grass clippings shall be left on the turf areas provided there are no readily visible clumps remaining. Clumps shall be removed from the lawn immediately after mowing.

All paper and garbage shall be picked up prior to mowing and removed from the job site. All loose debris shall be removed from sidewalks, streets, and driveways. The collected debris shall not be discarded into any landscape areas including landscape beds, drainage structures, or paved surfaces.

Mowing heights are to be maintained at 3" – 3 ½" for St. Augustine (Florata) grass and 3" – 3 ½" for Bahia grass. The Town retains the option to adjust the mowing heights as necessary. Mower blades shall be sharpened regularly to deliver a finished cut to leaf blades. No more than 1/3 of the total height of the grass shall be cut at any one mowing.

Each mowing must be completed in a timely, and systematic, fashion, to maintain the integrity and appearance of the landscape design. Contractor shall alternate mowing patterns to avoid mower wheel rut patterns, where the size of the mowing area permits.

B. Edging:

"Edge" is to be defined as a sharp, distinct, visually discernable, vertical line of sod at all junctions of turfgrass and any other material such as concrete asphalt, mulch etc.

Edging shall be done with every cut. NOTE: Plant beds include tree rings (18" from outside of tree trunk, minimum.) A mechanical blade edger will be used for all edging. Edging with string-type trimmers is not permitted. **NO CHEMICAL EDGING WILL BE ALLOWED** without written authorization from the Town.

C. Weed Control:

Weed control in St. Augustine shall be performed as often as necessary in order to control provide a weed free area, by using selective herbicides, both pre – emergent and post emergent as needed. "Round-up" or other Town approved spray may be used to control weeds in pavement areas **ONLY**. Pavement areas include sidewalks, driveways, curbs, roads, and any cracks within.

Manufactures label rates will be strictly adhered to along with any safety precautions and disposal directions. Applicators will be licensed in accordance with State regulations. No chemicals will be applied on turf areas that are under moisture stress or when air temperatures exceed 85°F.

The Contractor will submit chemical application reports including: identification of the chemical applied, pest controlled, date of application, time, name of applicator, method of application, and safety precautions. Chemical spray reports are to be turned into the Town the same day chemicals are applied.

2. Shrubs and Groundcovers

A. Pruning: (for all shrubbery/trees with clear-trunk under 10 ft.)

Diseased or deadwood, whenever visible, will be removed immediately.

Shrubs within landscaping beds will be maintained to provide maximum opaqueness. This will be accomplished by periodically trimming and shaping the hedges and shrubbery to promote vigorous growth and maintain an attractive shape consistent with the plants character. In no instance is the Contractor to prune in a manner that renders the top of the foliage mass to be wider than the base of the foliage mass. The schedule for performance of this work is to be determined by the Contractor. Plants will be pruned as often as necessary to maintain a neat and orderly appearance.

Pruning shall be performed to leave hedges in a uniform horizontal height. Heights of various planting areas will be established by the Town.

Shrubs in buffer areas will be permitted to achieve maximum possible growth. Periodic pruning of these buffer area plants may be authorized by the Town, for purposes of general shaping and maintenance.

NOTE: Chemical trimming or pruning will not be allowed under any circumstances!!!

All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming, by the Contractor and at the Contractor's expense.

B. Weed Control:

Weeding within the Landscape Beds, They shall be weeded as often as necessary in order to provide a weed free area, by manually removal both pre – emergent and post emergent as needed. “Round-up” or similar products may not be used within landscaped beds. All weeds and refuse shall be removed from site the same day.

Manufactures label rates will be strictly adhered to along with any safety precautions and disposal directions. Applicators will be licensed in accordance with State regulations. No chemicals will be applied on turf areas that are under moisture stress.

The Contractor will submit chemical application reports including: identification of the chemical applied, pest controlled, date of application, time, name of applicator, method of application, and safety precautions. Chemical spray reports are to be turned into the Town the same day chemicals are applied.

3. Trees and Palms

A. Pruning: (for trees with clear trunk above 10 ft.)

Prune and trim all trees per National Arborist Association specifications for pruning of shade trees to keep the trees healthy and to maintain the natural character of the individual species.

Pruning may include the following items:

- Dead, dying or unsightly parts of the tree.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow towards the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem.
- Nuisance growth that interferes with view, walks, lighting, or signage. Nuisance growth includes the removal of all dangerous branches, thorns and fronds that indicate potential conflict with people.
- Branches that have strong potential for damage by storms (preventative) or have been damaged by storms (post storm event).

No climbing spikes will be permitted. Pruning paint is prohibited.

Portions of trees, including any sucker growth, will be removed by sharp and proper pruning tools. No chemical treatment to sucker growth will be permitted.

Branches, dead wood and cutting shall be removed from the job site of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expenses.

Dead Palm fronds that have fallen to the ground, are to be removed at each mowing. Dead Palm fronds shall be removed from the palm head and trunk of any palm species.

B. Weed Control:

NOTE: Under no circumstances will any tree, planted in a sodded area, be weeded with a filament type trimmer!! Hand weed or scuffle hoe tree-rings only!!! A ring, 18" minimum radius from outside of trunk, shall be edged with mechanical edgers only! Chemical application cannot contact sucker growth or adversely affect the tree.

4. Mulch

All plant beds and tree pits shall be maintained with 4" of an approved non-Cypress type mulch.

Mulch shall be "top dressed" to a proper depth when found necessary, as part of the contract price.

Standard schedule for mulch will be twice annually:

Begin March 1: complete by May 1

Begin October 1: complete by December 1

*or as directed by the Town.

All mulch shall be maintained two (2) inches clear of the base of the tree.

There shall be maintained a 6” mulch strip between shrubs or groundcover foliage and sod indefinitely.

5. Fertilization

A. Turfgrass:

The fertilizer shall be a granular fertilizer with composition of 16-4-8 or 15-5-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of sod.

St. Augustine and Bahia: Shall be fertilized three (3) times yearly, during the following months: January, April, and October. Weed and Feed may be used as needed in the cool months.

Cost of fertilizer and application shall be included in the contract.

The Contractor shall adjust the irrigation systems accordingly prior to applying the fertilizer.

B. Trees, Shrubs, & Ground Covers:

Fertilizer shall be applied to all trees, shrubs and ground covers with exception of Pine Trees, Sabal (Cabbage) Palms, Wax Myrtle’s, and Saw Palmettos. Fertilizer shall be commercial grade. Fertilizer shall be 8-10-10, sulfur coated, time released, or as recommended because of specific species. Granular fertilizer can be utilized for plants on level terrain. Plants established on slope condition where run off is likely, fertilizer shall be in tablet or spike form, specifically designated for the species being fertilized.

Chemical analysis sheets for all fertilizer to be applied shall be submitted to the Public Works Department, prior to application, particularly Palm Tree fertilizer; along with recommended application rates as noted by the manufacturer.

Trees (excluding palms) shall be fertilized three (3) times per year: March, June, and October; at the rate specified by the manufacturer. Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4” wide band around the tree.

All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks or stems of the plants.

C. Palms:

All Palms (excluding Cabbage Palms) shall be fertilized two times yearly (March & September,) using a “Palm Special” fertilizer. Fertilizer used shall be complete with Magnesium, Manganese, Potassium and micronutrients. Material shall be applied at label rates. Fertilizer analysis shall be

submitted to the Town Manager or his designee prior to application.

Fertilizer used for Palms shall meet or exceed the chemical analysis quantities appearing on the “Lutz” Palm Tree Maintenance Spikes (see attached information sheets).

6. Herbicides and Pesticides

A. Turfgrass Areas:

Chemical controls shall be applied by a licensed operator using EPA approved material under the direction of a Certified Pest Control Operator. Copies of current licenses must be provided to the Town prior to chemical use.

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

Any plant damaged, or that seriously declines due to chemical applications, equipment used in the process of application, or by personnel, shall be replaced with like material of comparable size, type, and value.

B. Fire Ant Control:

Maintenance personnel will treat individual mounds with appropriate material during regular mowing cycles.

7. Irrigation System

The Contractor shall be responsible for inspecting the irrigation systems twice monthly, during the first and third week of the month. The inspection shall consist of inspecting the systems for proper operation of the pumps, controllers, valves, timers, electric and water supply. The Contractor shall go through the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes. The Contractor shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water. The Contractor shall also be responsible for setting the times of the clocks and operation times of the systems.

The Contractor shall provide the Town on the Additional Costs Worksheet an hourly rate to perform all other irrigation systems repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The Contractor will provide to the Town copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the Town on a monthly basis.

The Town shall be notified immediately (by 3:30 PM of the present working day), of any inoperable systems, (i.e. pumps failing to come on). The Contractor shall perform all irrigation repairs within seven (7) days of being notified of or finding a malfunction.

The Town will issue one set of keys to the controllers to allow for maintenance inspections of the heads and circuit by the Contractor. Additional sets or individual keys will be at the Contractors expense.

8. Architectural Landscape Elements

Filament type trimmers will be permitted for use to trim around the base of such fixed structures as cable, telephone and transformer boxes, drainage basins, and concrete poles. Items such as wooden ground signs, and architectural entrance features shall be trimmed in such a manner as to limit damage to paint and structural features.

9. General Clean-Up

The Contractor shall be responsible to police the areas for paper, debris, and trash. Areas are to be policed and free of paper, debris and trash prior to mowing.

10. Inspection and Invoicing

A. Inspection:

The Contractor shall be held responsible to perform inspections of all work completed by their personnel to ensure adherence to the specifications herein.

B. Invoicing:

A monthly invoice shall be submitted itemizing each site area stating the date and chargeable maintenance operations. The invoiced amount will be at the amounts set forth in the Bid Proposal Worksheet for each area.

11. The Town reserves the right to modify or change these instructions as they desire.

EXHIBIT "B"

Ocean Ridge Landscape Services for Town Owned Properties and Rights-of-Way

ITB #2018-01

REGISTRATION FORM

Bidder should complete and return this form to the Town Clerk's Office prior to October 1, 2018 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 Ocean Ridge
Town Clerk's Office
c/o Tracey Stevens, Town Clerk
6450 N. Ocean Blvd., Ocean Ridge, Florida 33435

BID TITLE: Town of Ocean Ridge Invitation to Bid: Landscaping Services for Town Owned Properties and Rights-of-Way

Bids must be received **PRIOR TO 1:00 p.m., October 25, 2018**, 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 Ocean Ridge.

Name Address

10. The following employee(s) of the Town of Ocean Ridge, 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

Provide an annual fee for the following areas:

Sabal Island Drive Bridge – area in the right-of-way on the east and west side of the Sabal Island Drive Bridge. The scope of work shall include maintaining the landscaping in the described area. There is no irrigation system.

\$ _____ annual fee

Sabal Island Drive Medians – median west of the Sabal Island Drive Bridge and median on the south end of Sabal Island Drive. The scope of work shall include maintaining the landscaping and irrigation system in the two (2) medians described. There is an automatic irrigation system that utilizes city water.

\$ _____ annual fee

Inlet Cay Drive Lot – empty lot on southeast side of the Inlet Cay Drive Bridge. The scope of work shall include maintaining the landscaping and irrigation system in the described area. There is an automatic irrigation system that utilizes city water.

\$ _____ annual fee

Inlet Cay Drive Bridge – area in the right-of-way on the east and west side of the Inlet Cay Drive Bridge. The scope of work shall include maintaining the landscaping and irrigation system in the described area. There is an automatic irrigation system that utilizes city water.

\$ _____ annual fee

Ocean Avenue Area – area in Florida Department of Transportation right-of-way from A1A to the Ocean Avenue Bridge. The scope of work shall include maintaining the landscaping and irrigation system and also rust stain clean-up from the well water in the described area. There is an automatic irrigation system that utilizes well water.

\$ _____ annual fee

Harbour Drive Median – median at the entrance of Harbour Drive North and South. The scope of work shall include maintaining the landscaping and irrigation system in the described median. There is a manually operated irrigation system that utilizes city water.

\$ _____ annual fee

Ridge Boulevard Median – median in the middle of Ridge Boulevard. The scope of work shall include maintaining the landscaping and irrigation system in the described median. There is an automatic irrigation system that utilizes city water.

\$ _____ **annual fee**

Woolbright Road Area – area in Palm Beach County right-of-way from North Ocean Boulevard (A-1-A) west to the Woolbright Bridge and the adjacent stormwater detention area. The scope of work shall include maintaining the landscaping and irrigation system and also rust stain clean-up from the well water in the described area. There is an automatic irrigation system that utilizes well water. It also includes the east side of Midlane Rd. to the north end of the detention area, the upland area inside the rail fence around the detention area and the west side of the detention area along A1A.

\$ _____ **annual fee**

Old Ocean Boulevard Right-of-Way – areas in the right-of-way along the east side of Old Ocean Boulevard which are unimproved. This area is along the entire roadway and goes approximately 10 feet from the edge of pavement. The scope of work shall include mowing the turfgrass areas and trimming vegetation and trees to keep off them from growing onto the roadway, removal of debris and keeping the area in generally a neat looking appearance. The maintenance work shall only be in areas of the right-of- way where the landscaping is not formally maintained by the adjacent property owners. There is no irrigation system.

\$ _____ **annual fee**

Town Hall -- property includes all of the area surrounding the Town Hall Complex. There is a sprinkler system on Town water.

\$ _____ **annual fee**

ADDITIONAL COSTS WORKSHEET BREAKOUTS

ITEM TOTAL COST

- | | |
|---|-----------------|
| 1. Irrigation System Repair per hour | \$ _____ |
| 2. Supervisor per hour | \$ _____ |
| 3. Laborer per hour | \$ _____ |
| 4. Mulch with installation per yard | \$ _____ |
| 5. Sod with installation per square foot | \$ _____ |

6. **Trees with installation (up to 12 feet) - Cost x _____ \$ _____**
7. **Plants with installation (up to 12 feet) - Cost x _____ \$ _____**
8. **Bobcat with personnel per hour \$ _____**
9. **Bucket Truck with personnel per hour \$ _____**
10. **Chipper with personnel per hour \$ _____**
11. **Stump Grinder with personnel per hour \$ _____**
12. **Tree Crew (4 men) including equipment per hour \$ _____**
13. **Tree Crew (4 men) including equipment per 8 hr. day \$ _____**
14. **Coconut Tree Coconut Trimming - Cost x _____ \$ _____**
15. **Other Landscape Service – Describe: _____ \$ _____**
16. **Other Landscape Service – Describe: _____ \$ _____**
17. **Other Landscape Service – Describe: _____ \$ _____**