

INVITATION TO BID
FOR
TREE TRIMMING AND NUISANCE/EXOTIC PLANT
REMOVAL AT LAKE MIONA/BLACK LAKE

BID # 11B-024



Issued By:

Village Community Development Districts
Purchasing Department
Eva M. Rey, Director of Purchasing and Support Services
1894 Laurel Manor Drive
The Villages, Florida 32162

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www.districtgov.org
eva.rey@districtgov.org

Date of Issue: **Wednesday, April 20, 2011**
Due Date / Time: **Tuesday, May 24, 2011 @ 3:00 pm**

CALENDAR OF EVENTS / BID TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Director. If the Purchasing Department finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

| <u>ACTION</u> | <u>COMPLETION DATE</u> |
|--------------------------------|---|
| Issue BID | <u>April 20, 2011</u> |
| Pre-Bid Conference | <u>April 27, 2011 @ 8:00 am</u> |
| Site Visit | <u>Immediately Following the Pre-Bid Conference</u> |
| Last Day for Questions | <u>May 9, 2011 @ 4:00 pm</u> |
| Bids Due | <u>May 24, 2011 @ 3:00 pm</u> |
| District Board Approval | <u>June 16, 2011</u> |

TABLE OF CONTENTS

PART 1..... 5

INTENT AND GENERAL INFORMATION.....5

INVITATION TO BID.....5

PRE-BID CONFERENCE.....5

FORMS & SPECIFICATIONS.....5

HOW TO SUBMIT A BID.....5

CONTRACTOR RESPONSIBILITY.....5

BID DOCUMENTS REQUIRED.....6

INSURANCE REQUIREMENTS.....6

EXAMINATION OF BID DOCUMENTS.....8

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA.....8

ALTERNATES.....8

CHANGES / MODIFICATIONS.....8

GOVERNING LAWS AND REGULATIONS.....8

BLACK OUT PERIOD.....9

PROVIDING PERFORMANCE BOND.....9

FISCAL YEAR FUNDING APPROPRIATION.....9

TAX EXEMPT STATUS.....9

PAYMENTS.....9

PERMITS / LICENSES / FEES.....9

INDEMNIFICATION.....9

PROTECTION OF RESIDENT WORKERS.....10

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.....10

REFERENCE TERMS.....10

RIGHT TO AUDIT RECORDS.....10

ADDITIONAL TERMS AND CONDITIONS.....10

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES.....11

PART 2..... 12

BID SUBMITTAL..... 12

PART 3..... 13

BID DOCUMENTS..... 13

BID COVER PAGE.....13

BID FORM.....14

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS.....15

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS.....16

BIDDER'S CERTIFICATION.....17

STATEMENT OF TERMS AND CONDITIONS.....18

DRUG FREE WORKPLACE CERTIFICATE.....19

REFERENCE & SIMILAR PROJECTS FORM.....20

NO-BID RESPONSE.....23

PART 4..... 24

SCOPE OF SERVICES..... 24

INTRODUCTION.....24

GENERAL SCOPE OF SERVICES.....24

SPECIFICATIONS.....24

CONTRACT TERMS AND CONDITIONS.....27

PART 5..... 31

EXHIBITS..... 31

BID CHECKLIST

This standardized check list has been provided to assist the Bidders with the submission of their Bid package. This check list cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

- Bid Cover Sheet
- Bid Form(s)
- Exceptions / Deviations Page
- Disclosure of Subcontractors, Subconsultants and Suppliers
- Bidder Certification / Addenda Acknowledgement Form
- General Terms and Conditions
- Drug Free Workplace Certificate
- Reference and Similar Projects Form
- W-9
- Copy of Required/Applicable Licenses or Certifications
- Required Number of Copies (1 Original and 1 copy = 2 Total)

PART 1 INTENT AND GENERAL INFORMATION

INVITATION TO BID

Sealed bids will be received by the Sumter Landing Community Development District located at 1894 Laurel Manor Drive, The Villages, Florida 32162, until 3:00 p.m., Tuesday, May 24, 2011 for: BID # 11B-024 - Tree Trimming and Nuisance/Exotic Plant Removal at Lake Miona/Black Lake. Bidders shall take careful notice of the following conditions of this Invitation to Bid:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.
- All questions received by 4:00pm, Monday, May 9, 2011 will be considered. Questions will not be answered over the phone. Questions must be in writing and faxed to (352) 751-6715, attention: Eva M. Rey or sent via e-mail to eva.rey@districtgov.org.

PRE-BID CONFERENCE

A pre-bid conference will be held on Wednesday, April 27, 2011 at 8:00 am at the Purchasing Department at 1894 Laurel Manor Drive, The Villages, Florida 32162. All interested parties wishing to submit a bid for BID #11B-024 are strongly encouraged to attend this meeting. Furthermore, an on-site visit is scheduled immediately following the pre-bid conference. Contractors are responsible for their own transportation.

FORMS & SPECIFICATIONS

Submitters are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the BID FORMS and explained in detail on the EXCEPTION / DEVIATION FORM.

HOW TO SUBMIT A BID

One complete bid form set (1 original plus 1 copy) with all required documents as itemized and included herein is to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification: "BID # 11B-024 - Tree Trimming and Nuisance /Exotic Plant Removal at Lake Miona/Black Lake" together with the name and address of the submitter. The BID should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to the Purchasing Director at the address given, by the date and time set forth herein.

CONTRACTOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their bids. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Invitation by the Sumter Landing Community Development District to Contractors is based on the recipient's specific request and application to www.demandstar.com, www.districtgov.org, or as the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to

compensation of any kind.

- A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the District.
- Any Contractor who submits a no-bid response shall submit the no-bid response in an envelope marked on the outside of the mailing envelope, together with the required bid identification number.

BID DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

- Bid Cover Page. This is to be used as the first page of the BID. This form must be fully completed and signed by an authorized officer of the Contractor.
- Bid Form(s).
- Exceptions or Deviations to Specifications form.
- Disclosure of Subcontractors, Subconsultants and Suppliers
- Bid Certification / Addenda Acknowledgement Form.
- General Terms and Conditions statement must be signed and returned with the bid form.
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- Reference and Similar Projects Form.
- W-9
- Any and all applicable licenses or certifications must be included. This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.

INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the District's Purchasing Department. The successful Contractor shall not commence any work in connection with the Bid until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the Contractor's operations under the terms and conditions of the BID. The District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall

be the sole responsibility of the Contractor and/or subconsultant providing such insurance.

- **General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
- **Automobile Liability Insurance** covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
- **Workers' Compensation Insurance**, as required by the State of Florida. Contractor and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subconsultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. Contractor must provide certificate of insurance showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that Contractor is exempt from Worker's Compensation insurance requirements.
- **Certificate(s) shall be dated and show:**
 - The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - Subrogation of Waiver clause.
 - The Sumter Landing Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - The Contractor shall require of each its subconsultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its subconsultants and/or subcontractors in its policy as described above.
 - All insurance policies shall be written on companies authorized to do business in the State of Florida.

The District reserves the right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

EXAMINATION OF BID DOCUMENTS

- Each Contractor shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Contractor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Contractor as to the meaning of the Bid/Contract Documents. Any inquiry or request for interpretation received by the Purchasing Director before 4:00 p.m., Monday, May 9, 2011, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid conference (if applicable) and uploaded to www.demandstar.com and www.districtgov.org. Each Bidder shall acknowledge receipt of such addenda in the space provided on the Bid Form.
- In case any Bidder fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The District and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Bid, except as hereinafter provided.

CHANGES / MODIFICATIONS

The Sumter Landing Community Development District reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws,

ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

BLACK OUT PERIOD

The black out period is defined as between the time the Invitation to Bid, Request for Proposals, Request for Qualifications or the Invitation to Negotiate, as applicable, are issued by the District Purchasing Department and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

PROVIDING PERFORMANCE BOND

It is not anticipated that the Sumter Landing Community Development District will be requesting a performance bond for this contract. However, the Sumter Landing Community Development District reserves the right to request a Performance Bond prior to commencing work. If requested, Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor in which a surety guarantees to the District that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the District, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Village Community Development Districts are special purpose governmental agencies under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PAYMENTS

A Purchase Order will be issued to the successful Bidder based on the Bid price submitted by the Bidder as a result of this Invitation to Bid. Payments shall be made pursuant to Section 218.70, Florida Statutes, the Prompt Payment Act, and all District policies promulgated thereby.

PERMITS / LICENSES / FEES

Any permits, licenses or fees required will be the responsibility of the Contractor.

INDEMNIFICATION

The successful Bidder must fully indemnify the District(s). Such indemnification will be documented in the

contract documents.

PROTECTION OF RESIDENT WORKERS

The Village Community Development Districts actively support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the District throughout the duration of the contract.

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS

The Village Center Community Development District, Sumter Landing Community Development District and Village Community Development Districts 1-10 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the Districts.

REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" or the "Village Community Development Districts" shall be construed to refer to the specific District or Districts for which the solicitation was issued and those District(s) shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

RIGHT TO AUDIT RECORDS

The Districts shall be entitled to audit the books and records of the Contractor or any subcontractor to the extent that such books and records relate to the performance of the Contract or any subcontract to the Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the proposal attests to this.

PROPRIETARY INFORMATION

Responses to this Invitation to Bid, upon receipt by the District, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Record Law. If any Bidder believes that any portion of all of the response is confidential and proprietary, Bidder shall clearly assert such exception and the specific legal authority of the asserted exemption. All materials that qualify for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the firm's name and the bid number marked on the outside. Such designation of an item as a trade secret may be challenged in court by any person. By the Bidder's designation of material submitted to the District as a "trade secret", the Bidder agrees to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of

any legal action challenging the proposer's "trade secret" claim.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid for the same prices and/or terms being bid. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

**PART 2
BID SUBMITTAL**

An original and one (1) copy (for a total of 2), of each bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, "BID # 11B-024 - Tree Trimming and Nuisance/Exotic Plant Removal at Lake Miona/Black Lake". Bids submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "BID # 11B-024 - Tree Trimming Nuisance/Exotic Plant Removal at Lake Miona/Black Lake" and the contents sealed as required.

- Deadline for Submissions in response to this Invitation to Bid: Bids must be received no later than 3:00 pm, Tuesday, May 24, 2011. Bids submitted by FAX or other electronic media will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the bidder, at the bidder's expense.
- Any person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Village Community Development Districts reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or evaluation process, and reserve the right to award contract(s) in the best interest of the District.

PART 3
BID DOCUMENTS

BID COVER PAGE

| | |
|---|-------------------------|
| Name of Firm, Entity or Organization: | |
| Federal Employer Identification Number (EIN): | |
| State of Florida License Number (If Applicable): | |
| Name of Contact Person: | |
| Title: | |
| E-Mail Address: | |
| Mailing Address: | |
| Street Address (if different): | |
| City, State, Zip: | |
| Telephone: | Fax: |
| Organizational Structure – Please Check One: | |
| Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> | |
| If Corporation: | |
| Date of Incorporation: | State of Incorporation: |
| States Registered in as Foreign Corporation: | |
| Does your firm accept Visa® for payment? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Authorized Signature: | |
| Print Name: _____ | |
| Signature: _____ | |
| Title: _____ | |
| Phone: _____ | |
| <i>This document must be completed and returned with your Submittal.</i> | |

BID FORM



| Project | Bid Price |
|---|-----------|
| Tree Trimming at Lake Miona/Black Lake | \$ |
| Nuisance/Exotic Plant Removal at Lake Miona/Black Lake | \$ |
| Total Bid Price | \$ |

NOTE(S):

- Bid will be awarded to the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Price and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of a Purchase Order, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

| | | |
|--------------------------------------|----------------------|------|
| Authorized Agent Name, Title (Print) | Authorized Signature | Date |
|--------------------------------------|----------------------|------|

`This document must be completed and returned with your Submittal

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Bidder must sign the appropriate statement below as applicable.

- () Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

- () Bidder takes exceptions to terms, conditions, requirements or specifications stated herein. (Bidder must itemize each exception below and return with the Bid Form(s).)

Firm: _____

Signature: _____

Bidder should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm Submitting Bid:

(Print or Type)

Name of Person Submitting Bid:

(Print or Type)

Please list all Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contact Name / Title:

This document must be completed and returned with your Submittal

BIDDER'S CERTIFICATION

| | | | |
|---|-------------------------|--|--|
| Submit To: Village Community Development Districts Purchasing Department 1894 Laurel Manor Drive The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715 | | SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT INVITATION TO BID (BID) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT | |
| DUE DATE: May 24, 2011 | DUE TIME: 3:00pm | BID # 11B-024 | |
| TITLE: Tree Trimming and Nuisance/Exotic Plant Removal at Lake Miona/Black Lake | | | |
| CONTRACTOR NAME: | | PHONE NUMBER: | |
| CONTRACTOR MAILING ADDRESS: | | FAX NUMBER: | |
| CITY/STATE/ZIP: | | E-MAIL ADDRESS: | |
| <p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the BID requirements. I, the undersigned, declare that I have carefully examined the BID, specifications, terms and conditions as applicable for this Invitation, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this BID with any other Offeror and have not colluded with any Offerors or parties to a BID whatsoever for any fraudulent purpose."</p> <p> _____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum # </p> | | | |
| <p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the BID, including but not limited to certification requirements. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District or any Village Community Development District, respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the Districts all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p> <p> _____ Authorized Agent Name, Title (Print) _____ Authorized Signature _____ Date </p> | | | |
| <i>This form must be completed and returned with your Submittal</i> | | | |

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Village Center Community Development District, Sumter Landing Community Development District, Village Community Development Districts 1-10 and their elected officials, employees and volunteers and defend and indemnify the Districts and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any District employee other than the Purchasing Director. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the District's Purchasing Director.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Contractor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Contractors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Districts at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Contractor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Director before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Contractor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The District and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The Contractor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Contractors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Director at (352) 751-3939. All RFP's/BID's submitted in response to this solicitation become the property of the District. Unless information submitted is proprietary, copy written, trademarked, or patented, the District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Village Center Community Development District, The Sumter Landing Community Development District, and Village Community Development Districts 1-10 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Contractors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Districts to Contractors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712], District's website at www.districtgov.org, or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the District. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

CONTRACTOR RESPONSIBILITY: Contractors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Director will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Contractor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-10, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Districts. Submittals not meeting stated minimum terms and qualifications may be rejected by the Districts as non-responsive. The Districts reserve the right to reject any or all submittals without cause. The Districts reserves the right to reject the submission of any Contractor in arrears or in default upon any debt or contract to the Districts, or who has failed to perform faithfully any previous contract with the Districts or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Districts.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Contractor may be removed from future participation.

AWARD OF BID: It is the Districts' intent to select a Contractor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Districts may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Districts reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Districts shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Districts' representative (Purchasing Director). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, The Villages, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Contractor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the Contractor's approval – without the Contractor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Director. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (Contractor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Director is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Districts unless evidenced by a Change Notice issued and signed by the Purchasing Director, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Districts within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Contractor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original District format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 2011

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

REFERENCE & SIMILAR PROJECTS FORM

| | | |
|--|------------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | Contract Amount: | |
| Brief Description of Project and Installation: | | |

| | | |
|--|------------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | Contract Amount: | |
| Brief Description of Project and Installation: | | |

| | | |
|--|------------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | Contract Amount: | |
| Brief Description of Project and Installation: | | |

**Tree Trimming and Nuisance/Exotic Plant
Removal at Lake Miona/Black Lake**

BID # 11B-024

| | | |
|--|------------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | Contract Amount: | |
| Brief Description of Project and Installation: | | |

| | | |
|--|------------------|-----------|
| Owner / Business Name: | | |
| Project Location / Address: | | |
| City: | State: | Zip Code: |
| Point of Contact: | Dates of Work: | |
| Phone Number: | Fax Number: | |
| E-mail Address: | | |
| Project Name: | Contract Amount: | |
| Brief Description of Project and Installation: | | |

This document must be completed and returned with your Submittal

W-9

(Download this form at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

| | | | | |
|--|--|--|---|---|
| Print or type See Specific Instructions on page 2 | Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service | | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| | Name (as shown on your income tax return) | | | |
| | Business name, if different from above | | | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | | | |
| | Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) | |
| | City, state, and ZIP code | | | |
| List account number(s) here (optional) | | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | |
|---------------------------------------|----|---|
| Social security number : : : | OR | Employer identification number : : : |
|---------------------------------------|----|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

NO-BID RESPONSE

**Village Community Development Districts
Statement of "No Bid"**

If you do not intend to submit a bid for this project, please complete and return this form prior to date shown for receipt of bids to: Village Community Development Districts, 1894 Laurel Manor Drive, The Villages, FL 32162, Attn: Eva M. Rey, Director of Purchasing and Support Services.

We, the undersigned, have declined to submit a bid on your BID # 11B-024 - Tree Trimming and Nuisance/Exotic Plant Removal at Lake Miona/Black Lake for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Invitation to Bid.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your bidders' list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____

PART 4 SCOPE OF SERVICES

INTRODUCTION **CDD INFORMATION**

The Village Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. CDD's are widely used throughout the United States to provide for certain service delivery infrastructure such as water management and control (drainage), fire control, road and bridge construction and maintenance, park and recreational facilities, water and sewer systems, sidewalks, multi-modal paths, streetlights, and similar infrastructure that is required to provide urban services to areas that may not have access to such services through a general purpose government such as a municipality. There are currently twelve (12) CDD's in The Villages: Village Center Community Development District, Sumter Landing Community Development District and Village Community Development Districts 1-10.

A Community Development District is a unit of local government with the special purpose of providing the services described above. As a unit of local government, the District is subject to many of the same State Statutes that regulate cities and counties; of particular interest are those statutes related to ethics in government for the elected Board of Supervisors, Government in the Sunshine, a cornerstone of local government in the State of Florida which requires that decisions made by any governmental agency be done at a public meeting; the public records law, which means the records of the District are open for review by any citizen; the auditing requirements in which annually the accounting records of the District are audited by an independent certified public accountant and the results of such audit are provided to the State Chief Financial Officer (CFO) and Auditor General; competitive bidding requirements for construction and maintenance contracts; and various other statutory provisions that protect the interest of the public.

The Villages is the largest single-site residential real estate development in the United States spanning over 26,000 acres in three adjoining counties in Central Florida (Lake, Marion and Sumter). The Villages earned the No. 1 ranking as the fastest growing micropolitan area in the United States according to a 2008 Census Bureau report with a current population of approximately 83,000 residents.

GENERAL SCOPE OF SERVICES

Sumter Landing Community Development District is requesting Bids for tree trimming and removal of nuisance/exotic plant at Lake Miona/Black Lake. All bidders are encouraged to attend the on site pre-bid conference to have a better understanding of the scope of the project. An on-site visit is scheduled immediately following the pre-bid conference.

Qualified firms wishing to respond to BID #11B-024 must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants.

SPECIFICATIONS

The following are the general specifications of the work to be performed by the Contractor. While it is believed that the requirements set forth in the BID are the logical requirements, the Contractor will be required to include any and all materials or work required to perform the work in a professional manner.

TREE TRIMMING AT LAKE MIONA/BLACK LAKE

GENERAL SPECIFICATIONS

- A 25 foot upland buffer was planted with oak and sand cordgrass adjacent to the wetland edge of Lake Miona/Black Lake in compliance with the terms of a Southwest Florida Water Management District (SWFWMD) permit. This area is subject to a recorded conservation easement and maintenance within this area must be carefully conducted. Oak trees within the 25 foot upland buffer will be pruned to a height of 7 feet or 50% of the total tree height, whichever is less. All oak trees should be pruned such that there is one main trunk with no side limbs to a height of 7 feet or 50% of the total tree height, whichever is less. Volunteer oaks not required to meet the requirements of the mitigation plan tree density requirement will be marked by the District environmental consultant for removal. These trees should be cut at the ground level and parallel to the ground (no pointed stumps) and treated with an approved herbicide to prevent re-sprouting.
- Remove dead standing Chinese tallow trees from the upland buffer conservation area.
- The common area is located between the landward edge of the upland buffer and the black four board fence. Trees to be pruned or removed in this area will be marked by the District. Trees to be pruned will be directed by the District. Trees to be removed will be cut at the ground level parallel to the ground (no pointed stumps) and treated with an approved herbicide to prevent re-sprouting. Spanish moss will be removed from trees up to a height of 20 feet within the common area only.
- All woody material and debris must be removed off-site and properly disposed.
- No vehicles, ATV's, UTV's, or other vehicles are allowed in the wetland or upland buffer.
- The boundary between the 25 foot upland buffer and wetland will be delineated by the District's environmental consultant prior to work being initiated.
- Any damage to District property must be repaired to original grades and specifications at the expense of the contractor.
- Failure to follow to follow trimming instructions of environmental consultant or District staff resulting in tree replacement shall be at the expense of the contractor
- Work hours are 8:00 am through 5:00 pm, Monday thru Saturday.

NUISANCE/EXOTIC PLANT REMOVAL AT LAKE MIONA/BLACK LAKE

GENERAL SPECIFICATIONS

- Hand cutting and removal of invasive exotic vegetation listed by the Florida Exotic Pest Plant Council (FLEPPC) <http://www.fleppc.org/> or other nuisance vegetation specifically identified by the District's environmental consultant. All vegetation will be cut above the water or ground as applicable, but parallel to the ground or water line (no pointed stumps) and wood stumps will be treated with an approved herbicide to prevent re-sprouting. All wood material cut will be removed and properly disposed.
- Specific areas of nuisance vegetation to be treated with herbicide and/or removed will be delineated by the District's environmental consultant and available for inspection prior to the Bid submittal. Within this area monotypic stands of blackberry (*Rubus* sp.) should be treated with an approved herbicide. Monotypic stands of saltbush (*Baccharis halmifolia*) > 4 feet in height shall be cut at the ground or water line and parallel to the ground or water line (no pointed stumps) and

treated with an approved herbicide to prevent re-sprouting. Woody material shall be removed and properly disposed.

- This work effort is restricted to the wetland portion of the Lake Miona/Black Lake shoreline, a separate work effort has been identified for the upland buffer and common area adjacent to Lake Miona/Black Lake. The District's environmental consultant will delineate the boundary between the upland and wetland prior to contractor beginning work.
- All cut vegetation will be removed off-site. Select locations where the cut vegetation can be brought through the upland buffer will be delineated by the District's environmental consultant.
- No vehicles, ATV's, UTV's, or other vehicles are allowed in the wetland or upland buffer.
- Any damage to District property must be repaired to original grades and specifications at the expense of the contractor.
- Work hours are 8:00 am through 5:00 pm, Monday thru Saturday.

MATERIALS

Contractor shall be responsible for all labor, materials and equipment necessary for the work described herein.

All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Bid.

The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property or that in any way prevent or hinder the obligations of the Contractor required by this Bid.

SITE CLEANLINESS AND CONDITION

All work areas shall meet all safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner.

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and, at the completion of each day of work, will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for acceptance by the District.

SUPERVISION

This work will be coordinated with, and overseen by District Property Management personnel. However, this provision in no way excuses the Contractor or relieves in any other way the provision of staffing, labor, equipment, supervision, or execution of the work required by the contractor under the Bid.

The Contractor shall be or appoint a single point-of-contact for all issues regarding the performance of the contract. This representative shall be accessible and available to District Property Management personnel at all times.

WORKFORCE

Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees. It is desired that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.

All Contractor and sub-contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, and vehicles which are clearly identifiable as belonging to the Contractor.

CONTRACT TERMS AND CONDITIONS

1. Contract Term

- 1.1 Bid prices submitted in response to "BID # 11B-024 - Tree Trimming and Nuisance Exotic Plant Removal at Lake Mional/Black Lake" are to be valid and in full force for a term of one (1) year after the Notice of Award is issued.

2. Payment

- 2.1 Upon Board approval of Bid Award, a Purchase Order will be issued to initiate the order.
- 2.2 Invoices shall be submitted no later than the first of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the Contractor shall be considered as received when it has been stamped as such at Village Center Community Development District, 1135 Bonita Blvd., The Villages, Florida 32162. Payment by the District will be made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 If payment is not made by the District to the Contractor within forty-five (45) days, Contractor may assess a late charge for the lesser of 1.5% per month, or the maximum rate permitted by law.
- 2.4 The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this Contract.

3. Contract Documents:

- 3.1 The Contract documents, which comprise the entire Contract between District and Contractor and which are made part hereof by this reference, consist of the following:
 - 3.1.1. Invitation to Bid
 - 3.1.2. Bid Forms
 - 3.1.3. Certificate of Insurance
 - 3.1.4. References
 - 3.1.5. Purchase Order
 - 3.1.6. All Bid Addenda Issued Prior to Bid Opening Date
 - 3.1.7. All Modifications and Change Orders Issued
 - 3.1.8. Notice of Award / Notice to Proceed

4. Self Help by District:

- 4.1 Within three (3) days after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the district corrects the work, the District shall be entitled to

deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonable be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonable determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Contract, the District shall be entitled to deduct from any monies due or which may become due to Contractor for the actual expenditures that are necessary to complete the services not performed.

- 4.2 All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.
- 4.3 The provisions of this paragraph are cumulative to all other provisions of the Contract and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Contract.

5. Termination by the District:

- 5.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Contract. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- 5.2 After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
 - 5.2.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
 - 5.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.
 - 5.2.3 Terminate all orders or subcontract to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 5.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 - 5.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- 5.3 After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the notice of Termination and Contractor shall be deemed to waive any right to any future compensation.
- 5.4 Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 5.5 District may, for any reason, terminate performance under this contract by the Contractor for

convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate this Contract pursuant to this paragraph.

6. Other Matters:

- 6.1 The obligations of the Contractor under this Contract may not be delegated without the prior written consent of the District. The District may freely assign this Contract to any entity acquiring the real estate which is subject to this Contract.
- 6.2 In the event of default by any party to this Contract, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 6.3 The venue for the enforcement, construction or interpretation of this Contract, shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Contract, or its duties, obligations, or responsibilities or rights hereunder.
- 6.4 Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses. Contractor, if his/her bid is accepted, will defend against all suits, assume all liability for the use of any patented process, advice, or article forming a part of the apparatus of any appliance furnished under contract. Such indemnification will be documented in the Contract Documents.
- 6.5 Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- 6.6 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 6.7 No amendment to this Contract shall be effective except those agreed to in writing and signed by both of the parties to this Contract.
- 6.8 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor.

7. Contractor's Representations:

- 7.1 Contractor makes the following representations:

- 7.1.1. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 7.1.2. Contractor declares that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied itself relative to the work to be performed.
- 7.1.3. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 7.1.4. Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 7.1.5. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Bidder has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 7.1.6. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

**PART 5
EXHIBITS**

(See following Pages)

82°0'0"W

81°59'30"W



28°54'30"N

28°54'30"N

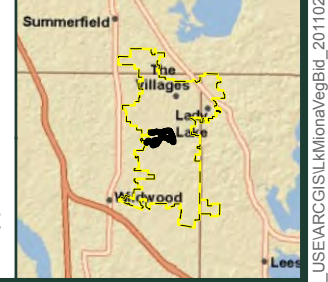
82°0'0"W

81°59'30"W

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
 Environmental Consultants
 330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882



0 200 400
 Feet
 1 inch = 400 feet



Legend

- Locations for Salt Bush and Blackberry Removal
- Working Limits
- 25' Upland Buffer / Conservation Easement
- Jurisdictional Wetland Line 51.54' Villages Datum

Source: Wetland and conservation line data provided by Farmer Barley on 20010202. 2011 aerial provide by Farmer Barley. GPS data acquired by Breedlove, Dennis & Associates, Inc. on 20110201.

EXHIBIT 1

LAKE MIONA VEGETATION BID DATA FOR THE VILLAGES PROJECT SITE, SUMTER COUNTY, FLORIDA