

TOWN OF LONGBOAT KEY, FLORIDA

INVITATION TO BID #10-010

The Town of Longboat Key, Florida, is accepting sealed bids for: **BID 10-010, TOWN ANNUAL GROUNDS MAINTENANCE**

BID SUBMITTAL DEADLINE AND BID OPENING: 2:00 p.m., Wednesday, March 16, 2011. A non-mandatory pre-bid conference/site visit is scheduled for February 23 at 2:00 P.M. at the Recreation Center located at 4052 Gulf of Mexico Drive, Longboat Key, FL 34228.

Bids will be accepted until 2:00 p.m. local time on **Wednesday March 16, 2011**. A public opening of all bids received will be held at 2:01 P.M. in the Purchasing Department located at 501 Bay Isles Road, Longboat Key, FL 34228. Fax: 941-316-1656. Telephone: 941-316-1943. TDD telephone: 941-373-7022.

Bids received after the scheduled time for opening will not be considered, but can be claimed by the owner within 10 days of the opening. After that time, they will be destroyed.

Project Description

Contract for TOWN ANNUAL GROUNDS MAINTENANCE located on Longboat Key Florida 34228.

Bid Documents

Bid documents are enclosed. All bids shall be submitted in TRIPLICATE within a sealed envelope, plainly marked with "Bid #10-010, Town Annual Grounds Maintenance," and mailed or delivered to the Purchasing Division. To be considered, the bid must meet or exceed all bid specifications.

A Non-Mandatory Pre-Bid Conference will be held at the Recreation Center Building, **February 23, 2011** at 2:00 P.M. A visit to the Grounds Maintenance locations will be conducted after the Pre-Bid meeting for any bidders who request the visit. Reviewing bid documents prior to the Pre-Bid Conference is recommended. Bid documents are available through DemandStar who provides automatic notification to subscribers and to any other person of firm, for a fee. To find out more about this service contact them at 1-800-711-1712 or on the web at <http://www.demandstar.com>.

Mandatory Pre-Qualifications:

Bidders shall have been in the commercial building, lawn maintenance business for a minimum of 3 years. Bidders shall provide a minimum of two (2) commercial property account references equal to or larger than the Town properties identified here-in. Bidders shall have provided pesticide service for the commercial building lawns maintenance it provides for a minimum of two (2) years. The name & telephone number, of the pesticide service and a copy of its pesticide license shall be included in the bid submittal.

A contract may be awarded to the vendor who meets the Mandatory requirements of this bid and is the lowest responsive and responsible bidder. Competitive sealed bidding is conducted pursuant to Town Charter, chapter 38, Purchasing Division's administrative procedures, and any applicable State and or Federal Laws. The Town of Longboat Key reserves the right to accept or reject any or all bids, to waive any informalities or minor irregularities in the bid process, and to postpone the award of the contract for a period of time not to exceed 90 days from the bid opening date.

DEFINITIONS

Addenda - Written or graphic instruments issued prior to the opening of bids, which clarify, correct, or change the bidding requirements or the contract documents.

Bid - The offer of the bidder submitted on the prescribed forms, setting forth the prices for the work to be performed.

Bid Documents - The public notice, Invitation to Bid, Index, Definitions, General Instructions to Bidders, Specific Instructions to Bidders, Technical Specifications, submitted bid forms, addenda issued prior to public bid opening.

Contractor - Person, firm, or corporation with whom Town has entered into the contract.

Defective - An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty, or deficient in that it does not conform to the contract documents.

General Information and Requirements- Section of the bid documents defining the Town's general bidding policies and requirements. [Also known as "General Instructions".]

Permits - Permits that are the responsibility of the Contractor include, but are not limited to: building, electrical, plumbing, and tree permits, which are all to be obtained from the Town. Town permit fees will be waived

Specifications - Technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and applicable administrative details.

Specifications - Section of bid document defining the specific administrative and general requirements for bidders, and for this specific project.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work To Be Performed - The entire completed work or the various separately identifiable parts thereof required to be furnished under the contract. Work includes and is the result of performing or furnishing labor, furnishing and incorporating materials and equipment into the service, and performing the services, and furnishing documents, all as required by the bidding documents.

GENERAL INFORMATION AND REQUIREMENTS BID #10-010

For information or questions concerning this bid, contact Purchasing Department, 501 Bay Isles Rd., Longboat Key FL 34228. FAX: (941) 316-1656, PHONE: 316-1943.

1. SUBMISSION OF BID

- 1.1 Bid forms and any additional documentation required by the bid specifications must be executed and submitted in a sealed envelope to the Purchasing Department, 501 Bay Isles Road, Longboat Key FL 34228. The face of the envelope shall show the bid number and bid item. Bids not submitted in this manner may be rejected. Submitted bids shall remain in effect for 90 days after the bid opening.
- 1.2 All bids shall be opened in public by the Purchasing Agent or her designee, in the presence of a representative from Finance Department at the specified time and place.
- 1.3 A bidder may withdraw a bid any time prior to the public opening upon delivery of a written request to the Purchasing Manager.
- 1.4 Bid must contain a manual signature of authorized representative in space provided. All corrections made by bidder to his bid price must be initialed by same. If the bid is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.
- 1.5 Bids, including all attachments and requested documentation, must be submitted in TRIPLICATE (one original and two complete copies).
- 1.6 The Town assumes no responsibility for bids received after the advertised bid opening or at any office or location other than that specified herein, whether due to mail delays or other reasons. Bids may be faxed, if authorized by fax in advance by Purchasing. Only the portion of the faxed bid that has been received by the bid opening time, as determined by the Purchasing Manager, shall be considered as "the bid" and evaluated; balance of the fax transmission shall be rejected as late and not evaluated.
- 1.7 All submitted material will be subject to Florida's Public Records Law. Bidder acknowledges that all information contained within its bid is part of the public domain, as defined by State of Florida Sunshine and Public Record Law. No information should be labeled confidential unless exempted under said law. Pursuant to Florida Statute 119.07 (3)(m), all bid documents relating to this bid/request for proposal are exempt from public record for ten days or until such time as the Town declares intent with regard to disposition, whichever comes first. Bid tabulations will be furnished upon written request with an enclosed, stamped, self-addressed envelope. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
- 1.8 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, 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 vendor list. Current level for CATEGORY TWO is \$15,000.

- 1.9 Any person requiring a special accommodation at the Town Hall because of a disability should call the Purchasing Department at least five working days prior to the bid opening at 941-316-1943 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

2. BID AWARD

- 2.1 Bid shall be evaluated based on all submitted information and pursuant to the criteria stated in this bid. The Town may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the bid documents to the Town's satisfaction within the prescribed time. The Town reserves the right to reject bids based upon insufficient qualifications, as determined by the Town.
- 2.2 The Town reserves the right to reject any or all bids, in whole or in part, for any reason whatsoever, and to re-let the bid at the Town's discretion. The Town reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.
- 2.3 Only additional terms or conditions necessary for clarification of bid requirements will be evaluated or considered. After bid opening, the Town may request such additional information as required to award bid. No deviations from specifications will be accepted; no alternate bids will be accepted unless requested in the specification or bid form. Such bids will be deemed non-responsive.
- 2.4 A responsible and responsive bid will be considered as one which meets or exceeds bid specifications, including these general instructions, and which is submitted by a bidder capable of performing requirements as stated in the bid documents. General requirements for a "responsible bidder": adequate financial resources to perform the contract; able to provide delivery or performance; satisfactory performance record; satisfactory record of integrity and business backing; necessary organization, experience, accounting and operational control; necessary production/construction and technical facilities; otherwise qualified and eligible to receive award under applicable laws and regulations. The bidder's ability to meet these requirements shall be solely the determination of the Town. An "unresponsive bidder": fails to attend mandatory pre-bid conference or other mandatory meetings as required by the documents; fails to specifically include information required by Specifications; bid is not signed by bidder; bid does not include information specifically required in the bid documents; bid contains pricing irregularities; otherwise unqualified. Lack of responsiveness shall be solely the determination of the Town.
- 2.5 Bidder is responsible for accuracy of bid. In case of mistake in extension, unit price will govern. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 2.6 Award of bid will be posted in a Notice of Award Action and posted on Demandstar.
- 2.7 Bid award shall further be based on the criteria as stated in Specific Instructions to Bidders.
- 2.8 Preference may be given to businesses with drug free workplace programs whenever identical bids (price, quality, service) are submitted; bidder shall certify that the program complies with the requirements in Section 287.087, Florida Statutes. Information about the program shall be included with the bid. At the sole discretion of the Town, payment terms and other consequential information may be utilized in resolving apparent tie bids.

3. DISQUALIFICATION OF BIDDERS

Any of the following causes, but not limited to, may be considered as sufficient for the disqualification of a bidder and the rejection of his bid:

- 3.1 Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names;
- 3.2 Evidence of collusion among bidders, or previous participation in collusive bidding on work for members of the Town;
- 3.3 Material misrepresentation.
- 3.4 Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items;
- 3.5 Uncompleted work for which the bidder is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the work under this contract if awarded to such bidder;

4. INTERPRETATIONS OF DATA

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any bidder, except for what is provided in the bid documents or by written addendum.

5. OMISSIONS AND ERRORS IN BID DOCUMENTS

- 5.1 Any questions concerning bid specifications shall be in writing to the Purchasing Department and delivered at least 10 days prior to bid opening. If any questions or responses require revision to the solicitation as originally published, such revisions will be by written addendum only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.
- 5.2 The bidder shall carefully study the bid documents and from his/her own investigations, satisfy him/herself as to the nature, location, and route of the work; the character, quality, and quantity of material; the kind and extent of equipment and other facilities needed for the full and satisfactory performance of the work; the general and local conditions, surface and underground obstructions, and all difficulties which may reasonably be encountered; and all other items which may in any way affect the work or his/her performance. The bidder shall promptly report in writing to the Town any error, inconsistency, conflict, ambiguity, discrepancy, or omissions which bidder has discovered in or between the bid documents and other related documents.
- 5.3 If necessary, a written addendum will be forwarded to each bidder on record to clarify submitted questions about the specifications. A bidder on record is one who is listed on the bid list and has been provided an invitation to bid; if a mandatory bid conference has been conducted, only bidders in attendance shall be considered bidders on record. c) A written protest of the specifications shall be filed (faxes accepted) within 72 hours after the receipt of the specifications, but no later than 10 days prior to the public opening. Failure to file a notice of protest on the specifications shall constitute a waiver of proceedings. The protest shall state with particularity the facts and law, if any, upon which the protest is based.

6. ESTIMATED QUANTITIES

When applicable and unless specifically addressed in the Specific Instructions, the estimated quantities of work to be done and materials to be furnished under this contract are to be considered as approximate only and are to be used solely for the comparison of bids. The Town does not expressly or by implication represent that the actual quantities involved will not correspond exactly therewith, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. Payment

to the awarded bidder will be made only for the actual quantities of work performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the bid documents without in any way invalidating any of the unit or lump sum prices bid.

7. TAXES

Goods and services sold to the Town under this bid shall be less all federal, state, and local taxes since the Town has tax-exempt status (Town State Sales and Use Tax Exemption Certificate Number: 51-06-028319-54C).

8. DELIVERED PRICES

Bid prices shall include all costs for furnishing commodities or services in accordance with specifications, including handling and shipping charges and inside delivery to the destination(s) specified in the bid documents.

9. INSPECTION, ACCEPTANCE, AND TITLE

Unless otherwise specified in the bid documents, inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the participating Town member, unless loss or damage results from Town's negligence. The contractor shall be responsible for filing, processing, and collecting all damage claims.

10. WARRANTY OF TITLE

Awarded bidder warrants and guarantees that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town no later than the time of payment free and clear of all liens.

11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS

Unless otherwise specified in the bid documents, whenever an item of material or equipment is specified or described in the bid documents by using the name of a proprietary item or the name of a particular supplier, the specification is intended to establish the type, function, and quality required, and is not intended to limit competition. Unless specifically barred by the bid documents, bidder may offer any equivalent for which he is an authorized representative and which meets or exceeds the specifications, as solely determined by Town. At Town's request, bidder shall submit additional information about the proposed equivalent. Town reserves the sole right to determine acceptance of the item as equivalent.

12. SAFETY STANDARDS

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided. This includes but is not limited to Federal, MVSS, MVSS and EPA standards and Florida requirements for external noise control that apply to the type of equipment being provided. If an apparent conflict exists, the bidder must contact the Purchasing Department immediately. All manufactured items, fabricated assemblies, and the performance of work shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In addition, any Federal and State legislation which should become effective regarding equipment safety shall immediately become part of this contract. Contractor shall have the option to meet or exceed any such safety standard or withdraw his bid.

13. JUDICIAL REVIEW

Except as specifically provided within the bid documents or contract documents, all disputes between the parties relating to a contract that follows from this bid, shall be decided by a court of competent jurisdiction. Such contract is to be governed by the law of the State of Florida. In the event of litigation, venue shall be in Sarasota County, Florida.

14. CONFLICT OF INTEREST

Subject to the provisions of Chapter 112, Florida Statutes, all bidders must disclose with their bid the name of any officer, director, agent, or shareholder who is also an employee of the Town. All bidders must disclose the name of any Town employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches.

15. DISCLOSURE - ADVISORY BOARD MEMBER OF TOWN

- 15.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12) provides that an advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be submitted as part of the bid.
- 15.2 Bid is awarded under a sealed, competitive bidding to lowest or best bidder system. Advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Bid for Public Business," a copy of which is available from the Town's Purchasing department.
- 15.3 Advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the bid.
- 15.4 Advisory board member, spouse, or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder.

16. NOTICE

Where notice is required to be provided under any contract arising from this bid, and no other provision for notice is expressly made in such contract, notice shall be deemed validly given if delivered in person to the individual or member of the organization for which it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17. CALENDAR TIMES

When any period of time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

A calendar day of 24 hours measured from midnight to the next midnight will constitute a day.

18. COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-rightable works created pursuant to the contract awarded under this bid. The contractor further agrees to execute such documents as the Town may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to the Town by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of

rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

19. SAFETY

- 19.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage injury or loss to:
- a) All employees involved with the work and other persons, pedestrians and/or organizations who may be affected thereby.
 - b) All of the tools and equipment to be incorporated in the work.
 - c) Other property on the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, mail boxes, utilities and any other structures or improvements not designated in the Contract or additional agreement.
- 19.2 Contractor shall comply with all applicable codes, laws ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

20. MATERIAL SAFETY DATA SHEETS

- 20.1 Contractor to provide necessary Material Safety Data Sheets ,(MSDS), for all materials, chemicals, pesticides, fertilizers, or any other item that falls within the scope of OSHA, Federal, State or local laws or ordinances pertaining to Hazardous Materials. Contractor to provide proof of compliance with Florida Right to Know Laws for work place related training of employees concerning use and handling of Hazardous Materials.

21. QUALITY ASSURANCE

- 21.1 The Contractor shall have a minimum of three (3) years experience performing grounds maintenance of similar scope as specified herein.
- 21.2 The Contractors employees engaged in the maintenance shall be full time employees and regular personnel. The use of "Short term", Temporary", "Casual day labor", or sub-contracting will not be permitted unless prior approval has been obtained for a specific task by the Town representative.
- 21.3 The equipment used by the contractor must be in good repair and working order and shall be so maintained so as to produce a clean sharp cut and uniform distribution of the cuttings at all times.
- 21.4 The Contractor shall exercise the utmost care when mowing or trimming in the proximity of signs, markers, valves, boxes, manholes, electrical pull boxes and other above ground items to avoid damage or breakage to those items. The Contractor shall be responsible for the repair of those items at his own expense.
- 21.5 Should inclement weather interrupt the scheduled work, the Contractor shall resume and or reschedule the work in an expeditious manner beginning at the point where the work was last interrupted.

- 21.6 Trees, shrubbery, sod, landscape planted material and any other items damaged by the Contractor's operations shall be repaired, or if damaged beyond repair, replaced at the sole expense of the Contractor.

22. INSURANCE

- 22.1 Upon bid award and before performing any contract work, contractor shall procure and maintain during the life of this contract, unless otherwise specified, insurance listed below. The policies shall be primary and written on forms acceptable to the Town, and placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII.
- 22.2 Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws; or an exempt waiver, if applicable. Policy must include Employer's Liability with a limit of \$100,000 each accident.
- 22.3 Employer's Liability: With limits of not less than \$300,000 per employee per accident; \$300,000 disease aggregate; and \$300,000 employee per disease.
- 22.3 Commercial General Liability: Shall have minimum limits of \$300,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Shall include Operations, Independent Contractors and Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.
- 22.4 Business Automobile Liability: Shall have minimum limits of \$300,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
- 22.5 All policies required by this contract with the exception of Workers Compensation, or unless specific written approval is given by the Town Risk Manager, are to be written on an occurrence basis, **shall be endorsed to name the Town of Longboat Key, its Commissioners, Officers, Agents, Employees and volunteers as additional insured as their interest may appear under this contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the Town of Longboat Key, its Commissioners, Officers, Agents, Employees and volunteers.**
- 22.6 Insurance requirements itemized in this section, and required of the contractor, shall be provided by or in behalf of all subcontractors to cover their operations performed under this contract. The contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements, as they apply to subcontractors.
- 22.7 Each insurance policy required by this contract shall:
- 22.7.1 Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- 22.7.2 Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after **30** calendar days prior written notice by certified mail, return receipt requested, has been given to Town Risk Manager.
- 22.7.3 Be endorsed to reflect that the aggregate limit will apply on a per project basis.
- 22.7.4 Be endorsed to state that it shall be primary to the town's insurance and self-insurance program.
- 22.8 The Town shall retain the right to review, at any time, coverage, form, and amount of insurance.

- 22.9 The procuring of required policies of insurance shall not be construed to limit contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
- 22.10 The contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Town is an insured under the policy.
- 22.11 Bid award will be subject to compliance with the insurance requirements. Acord certificates of insurance evidencing claims made or occurrence form coverage copies of all endorsements and conditions to this contract, and showing the Town's Bid number and description of work, and are to be furnished to the Town's Risk Manager (501 Bay Isles Road, Longboat Key FL 34228) within 15 days of the posted date of the Notice of Action, prior to commencement of work, and a minimum of 30 calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the Town's Risk Manager before the contractor shall commence or continue work.
- 22.12 Notices of accidents (occurrences) and notices of claims associated with work being performed under this contract, shall be provided to the contractor's insurance company and to the Town's Risk Manager as soon as practicable after notice to the insured.

23. INDEMNIFICATION

- 23.1 The Town of Longboat Key shall not be responsible for property damage, personal injury, or death to persons, which occurs without fault on the part of the Town, as a result of or incident to the performance of the awarded bidder. To the fullest extent permitted by laws and regulations, the awarded bidder shall indemnify and hold harmless the Town, its officers, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, provided that any such claim, cost, loss, or damage is (1) attributable to bodily injury, sickness, disease, or death resulting therefrom, and (2) is caused in whole or in part by negligent act or omission of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.
- 23.2 In any and all claims against the Town, its officers, employees, agents, and other consultants of each and any of them by any employee (or the survivor or personal representative of such employee) of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation in paragraph 8.1 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for awarded bidder, any subcontractor, any supplier, any person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 23.3 The indemnification obligations of the awarded bidder shall not extend to the liability of the Town's consultants and other agents or employees of each and any of them caused by the professional negligence, errors or omissions of any of them.
- 23.4 All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the contract, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion and acceptance of the work and termination or completion of the contract.

- 23.5 With respect to and as consideration for the indemnification provided by the awarded bidder in this section, contractor acknowledges and accepts as sufficient consideration the first \$50.00 paid under the contract resulting from this bid.

24. **VENDOR COMPLAINTS AND DISPUTES PROTEST PROCEDURE**

The Town encourages prompt and fair handling of all complaints and disputes with the business community.

“ANY ACTUAL OR PROSPECTIVE BIDDER OR PERSON WHO IS ALLEGEDLY AGGRIEVED IN CONNECTION WITH A SOLICITATION, SUSPENSION, DEBARMENT OR PENDING AWARD OF A CONTRACT MAY PROTEST TO THE PURCHASING MANAGER. FAILURE TO FOLLOW THE VENDOR COMPLAINTS AND DISPUTES PROTEST PROCEDURE WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

The vendor complaints and disputes protest procedure may be obtained upon written request to the Purchasing Manager at 501 Bay Isles Road, Longboat Key FL 34228.

SPECIFICATIONS

1. GENERAL SCOPE OF WORK

The Town of Longboat Key is accepting sealed bids for a one year contract, with the option to renew for two additional one year periods, for grounds maintenance of various properties owned and maintained by the Town. The successful Contractor shall plan and effectively manage the Grounds Maintenance program at each facility and location. The Contractor shall furnish all supervision, labor, material, supplies, and equipment necessary for the performance of the following Work under the Agreement:

- 1.1 Prepare and provide for review and approval a Grounds Maintenance Plan and a Monthly Work Plan for scheduled work to Contract Manager or his designee.
- 1.2 Mow edge and trim grass and turf areas, clean and rake as necessary; prune shrubs, trees, palm trees and bushes; maintain plant beds including application of mulch to maintain a minimum cover of two inches, with an average cover of four inches after each re-mulching application.
- 1.3 Remove and dispose of trash, debris, and rubbish.
- 1.4. Supply and apply fertilizer, pest and weed control products as necessary or at minimum requirements listed in specifications and approved Grounds Maintenance Plan.
- 1.5 Schedule and coordinate with Contract Manager or designee monthly inspections of all locations.

2. CONTRACT PERIOD

The Town intends to award a firm, fixed-price contract for a period, beginning July 1, 2011 through June 30, 2012, with an option to renew for two (2) additional one (1) year periods, adhering to the original bid terms and conditions. Any extension or exercise of the option to renew for any additional yearly periods will be contingent upon both parties' approval.

3. MINIMUM REQUIREMENTS

- 3.1 Contractor shall provide all labor, materials and equipment necessary to perform the work. A list of the equipment to be used for the work shall be submitted with the bid and is subject to approval by the Town.
- 3.2 All work shall take place between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and occasionally on Saturday at the direction of the Contract Manager. The successful bidder shall supply the Town Public Works Department with a proposed Work Schedule for the entire contract period, prior to start of any work. If the contract is extended for an additional period of time it shall be the contractor's responsibility to provide the Public Works Department with a new year Work Schedule ten (10) working days prior to the extension of contract. It shall be at the Towns sole discretion to accept the work schedule and or require modifications if necessary. Each location and portion of work will be identified in the Grounds Maintenance and Monthly Work Plans.
- 3.3. Mow turf on all open areas of the designated locations to a height of not more than three inches, clippings shall remain on location where cut and not be collected. Mulching type mowers and string type trimmers or equivalent will be used for this contract.
- 3.4. Trim around all signs, sign posts, Utility poles, Utility equipment, mail boxes, benches, barriers, obstructions or obstacles located within the areas included in contract documents.

- 3.5 The scope of services includes litter pick up and disposal of; trash, fallen branches, palm fronds, etc., by the Contractor prior to mowing each location. All sidewalks, driveways and road entrances to be blown or swept clear of cuttings and debris immediately upon completion of mowing edging or trimming. No debris shall be blown into storm drains or onto paved areas. Excess leaves shall be gathered, removed and hauled away, (hereafter referred to as "removed") from the all Town premises. The successful vendors shall be responsible for assuring that leaves are removed particularly during the winter and spring shedding seasons. It shall be the sole discretion of the Towns Contract Manager, if this is not necessary to remove leaves. The Contract Manager may allow excess leaves to be blown into flower beds or non-improved Town property.
- 3.6 Contractor is responsible for making irrigation repairs immediately after damages occur. Failure to repair damages within 24 hours notification from the Town will result in the Town completing necessary repairs and deducting the amount from the current monthly amount due the Contractor.
- 3.7 All work shall be completed on the cycles as specified herein during that particular cycle visit unless otherwise specified in the approved Grounds Maintenance and Monthly Work Plans..
- 3.8 Mulching type mowers and string type or equivalent trimmers shall be used. Contractor shall provide all equipment including operating and consumable supplies necessary to perform the work. A list of the equipment to be used for the work shall be submitted with the bid and is subject to approval by the Town.
- 3.9 All the locations listed in Location Chart 6.2, shall be maintained according to this Section 3., Minimum Requirements. In addition to these specific maintenance requirements the Contractor shall be responsible for those as listed in Section 6.4 Locations with Specific Maintenance Requirements.
- 3.10 Trim trees, shrubs, and landscape plants at a minimum of once a month according to the submitted and approved Ground Maintenance Plan and Monthly Work Plan. Additional trimming will be required as necessary and may be requested at the direction of the Town's representative. All walkways and entrances with plants, shrubs, and trees adjacent to them shall be kept free from overgrowth and clear to a height of seven feet minimum. Driveway entrances shall be maintained at twelve feet minimum or per FDOT specifications. Successful Vendor shall assure at all times that No tree limbs, branches, shrubs, palm fronds, etc., overhang or touch Town buildings structures.
- 3.11 Palms at all Town locations herein shall be trimmed twice a year (May and December). Queen palms and coconut palms shall have all dead limbs removed monthly.

4. CYCLES OF WORK

- 4.0 Each location listed in the bid documents shall be mowed and trimmed every week from March 1st through October 30th, and every other week from November 1st through February 28th, for each year of contract period (exception see Bayfront Requirements). Note: During the month of March the Town may only require vendor to mow and trim every other week if conditions warrant. The Town may also require the contractor to mow and trim more than once a week if conditions warrant. Ten working days prior to the beginning of each month the Contractor shall provide a schedule of all proposed activities, including mowing, trimming, fertilization, weed and pest control. This will include the names of all products scheduled to be used. The Town shall approve the format at the being of the contact period own representative Ten (10) days prior to commencement of work. Changes in schedule for any reason require 24 hour notice of change and submission of updated schedule.
- 4.1 Contractor shall apply maximum allowable Fertilizer to Town properties as provided in the Town's Fertilizer Ordinance 08-04. Fertilize all turf and grass areas according to the submitted and approved Grounds Maintenance Plan, at the rate specified by the Town Ordinance or as approved by the Town. Shrubs, trees and landscape plants will be fertilized annually a minimum of four times; from March first

to November first with application rates as determined by the approved Grounds Maintenance Program. Approved fertilizers will contain a minimum 10-4-10 ratio of, nitrogen, phosphorus, and potassium. Successful bidder shall certify that they comply with Town of Longboat Key Fertilizer Ordinance 2008-04 and Town of Longboat Key, Grass Clippings Ordinance 2008-07.

- 4.2 At a minimum of two times a year, during April and July, and as necessary, Contractor shall treat for insects, primarily mole crickets and fire ants and chinch bugs. Contractor shall use only approved products with submission of Material Safety Data Sheets and Town approval. Check grounds for insect problems during each cycle visit, and treat as necessary, or at the direction of the Town representative. Contractor shall notify in advance of pesticide application and post areas of application as necessary. Contractor shall maintain and keep current any licenses required for application of pesticides.
- 4.3 Control weeds in all areas using manual pull around or close to landscape plants, or chemical herbicide in larger open areas. Contractor to provide for approval by Town type of herbicide and application requirements, including copies of Material Safety Data Sheets. Contractor shall be provided and be on hand during application of materials. Minimum application of post emergent herbicide shall be two times per year of Lesco Three Way / 2-4D, or equal, at a rate of 1-1/2 oz. per 1000 sq. ft. Minimum application of Pre-emergent herbicide shall be two times per year of Pre-M, or equal, at a rate of 5 qt. per acre. Contractor shall maintain and keep current any licenses required for application of herbicides.

5. BAYFRONT REQUIREMENTS

- 5.1 Work is to be performed on a weekly basis according to a prepared and submitted Grounds Maintenance Plan. All other turf and planted areas to be mowed trimmed and maintained according to the schedule as outlined in Sections 3 and 4, Minimum Requirements and Cycles of Work. Contractor is to provide a Monthly Work Plan for scheduled activities to include at a minimum the following:
- 5.2 Weekly mowing of the playing field turf areas to a maximum turf height of 2 inches. Portable field equipment shall be moved and replaced to accommodate mowing. Contractor shall make regular changes in direction of mowing to eliminate creating ruts in playing field.
- 5.3 Straight edge infield along turf edge and walkways with a steel blade edger.
- 5.4 String edge along all other areas mowers cannot reach.
- 5.5 Blow debris from parking lots, walkways, building, playground and courts.
- 5.6 Pick up trash from grounds and playing field.
- 5.7 Control weeds in planted areas and eliminate from clay portion of playing field.
- 5.8 Check irrigation system operation and adjust heads as necessary to maintain proper moisture levels for all planted, turf areas, and clay areas of playing field.
- 5.9 Pesticide treatments as necessary to control and eliminate ants, mole crickets, cinch bugs and any other type of pests identified for need of treatment as discovered by contractor or at the direction of Contract Manager.
- 5.10 Contractor will remove bases to drag and prep clay surfaces.
- 5.11 Dragging of clay surfaces will be in a circular motion from the outside in and at least a foot away from grass to promote level and consistent playing surfaces.
- 5.12 Raking home plate area to eliminate low spots and provide smooth playing surfaces.

6. PAYMENT

- 6.1 Payment will be made monthly for work completed, and based on submitted invoice approved by the Town. The invoice shall contain the Purchase Order and Contract numbers, and a list of all locations maintained during the invoice period.

7. MOWING LOCATIONS

The following locations are included in the contract. Bidders are responsible for determining the nature, size, and scope of work of the locations to be maintained under provisions and terms of this Bid and Contract Agreement.

(Also See Site Locations Maps)

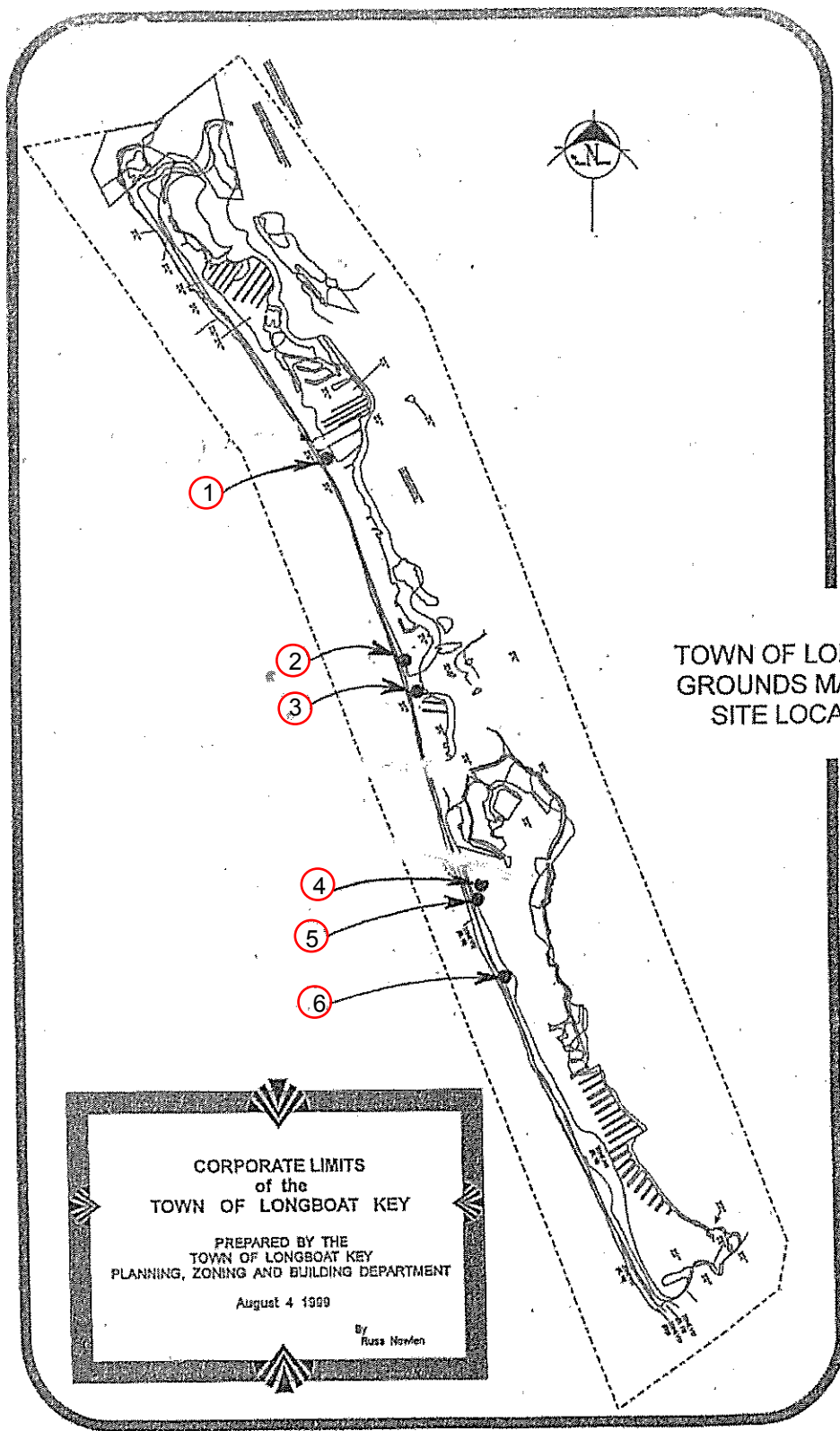
- 7.1 The following chart represents the locations to be maintained under terms and conditions of the Contract. The Site location number will be used for reference when invoicing, scheduling, and tracking maintenance progress.

- 7.2 Location Chart:

TOWN OF LONGBOAT KEY TOWN GROUND MAINTENANCE		
SITE #	ADDRESS	DESCRIPTION
1	5490 GULF OF MEXICO DR	PUBLIC SAFETY COMPLEX (Police and Fire)
2	4250 GULF OF MEXICO DR	MIDKEY PUMPING STATION
3	4052 GULF OF MEXICO DR	BAYFRONT PARK RECREATION CENTER
4	590 BAY ISLES RD	TENNIS CENTER
5	501 BAY ISLES RD	TOWN HALL COMPLEX
6	2162 GULF OF MEXICO DR	SOUTH FIRE DEPARTMENT, STATION 2

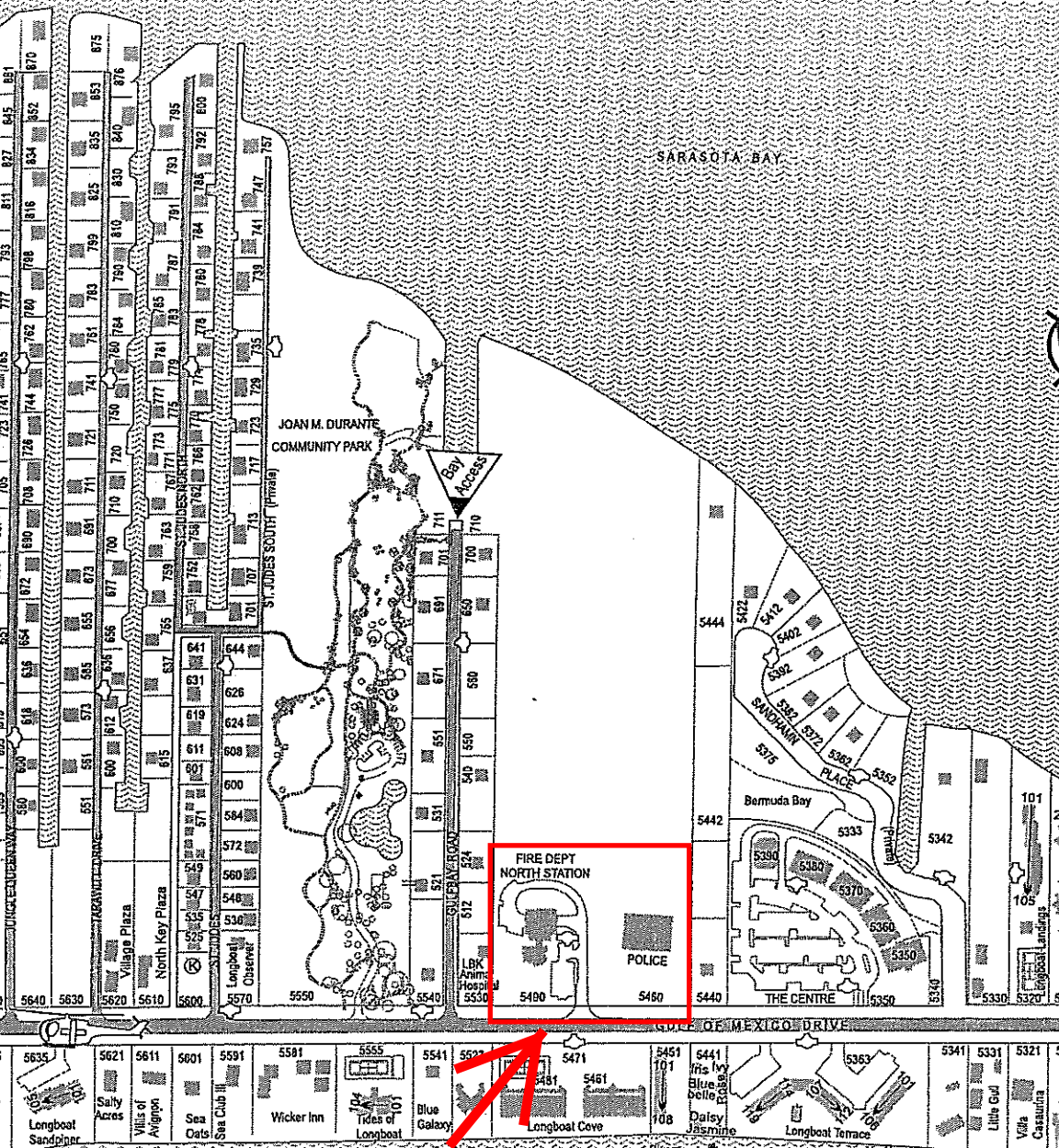
The Town may delete or add one or more locations, or portions of work related to one or more locations during the year, and a reduction or increase in price shall be negotiated. A reduction or increase in price shall be negotiated for subsequent years if the location or portion of work related to one or more locations, remains deleted or added. If no agreement is reached, the Town may terminate the contract.

TOWN OF LONGBOAT KEY
GROUNDS MAINTENANCE
SITE LOCATION MAPS

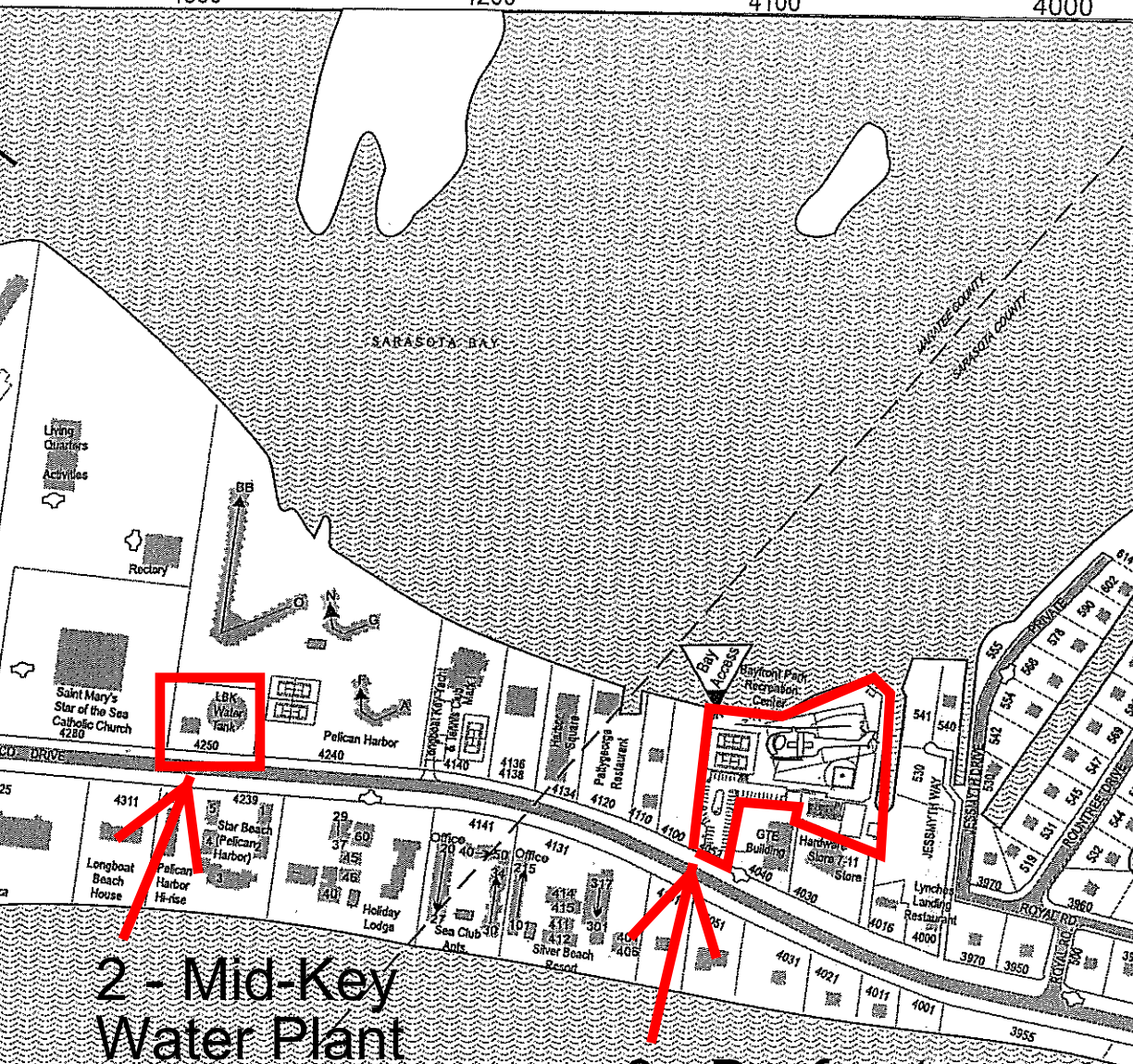


TOWN OF LONGBOAT KEY GROUNDS MAINTENANCE SITE LOCATION MAP

- 1 - Public Safety Complex
- 2 - Mid-Key Water Plant
- 3 - Bayfront Park Recreation Center
- 4 - Tennis Center
- 5 - Town Hall
- 6 - South Fire Station

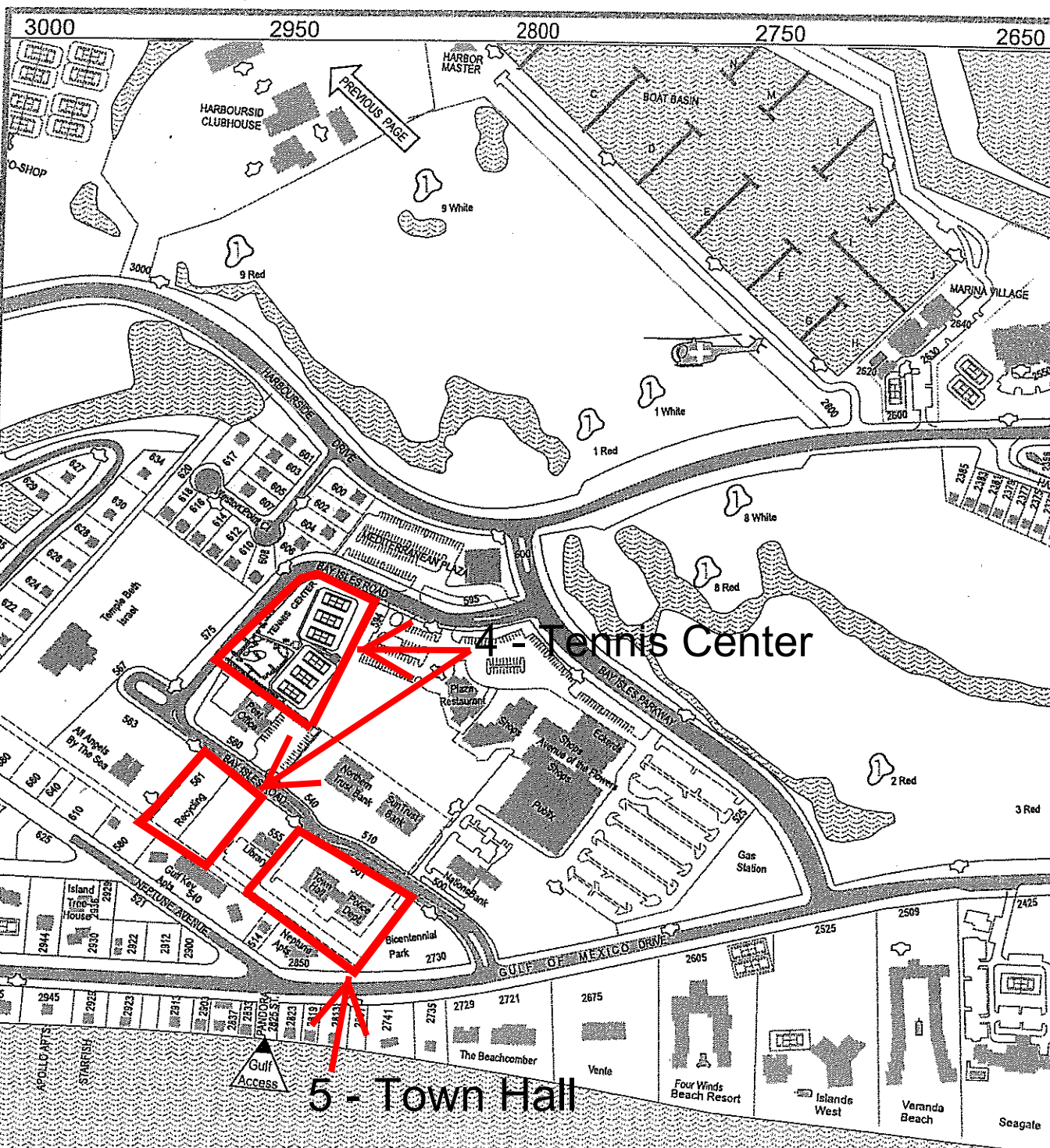


1 - Public Safety Complex



2 - Mid-Key
Water Plant

3 - Bayfront
Park Rec Center



4 - Tennis Center

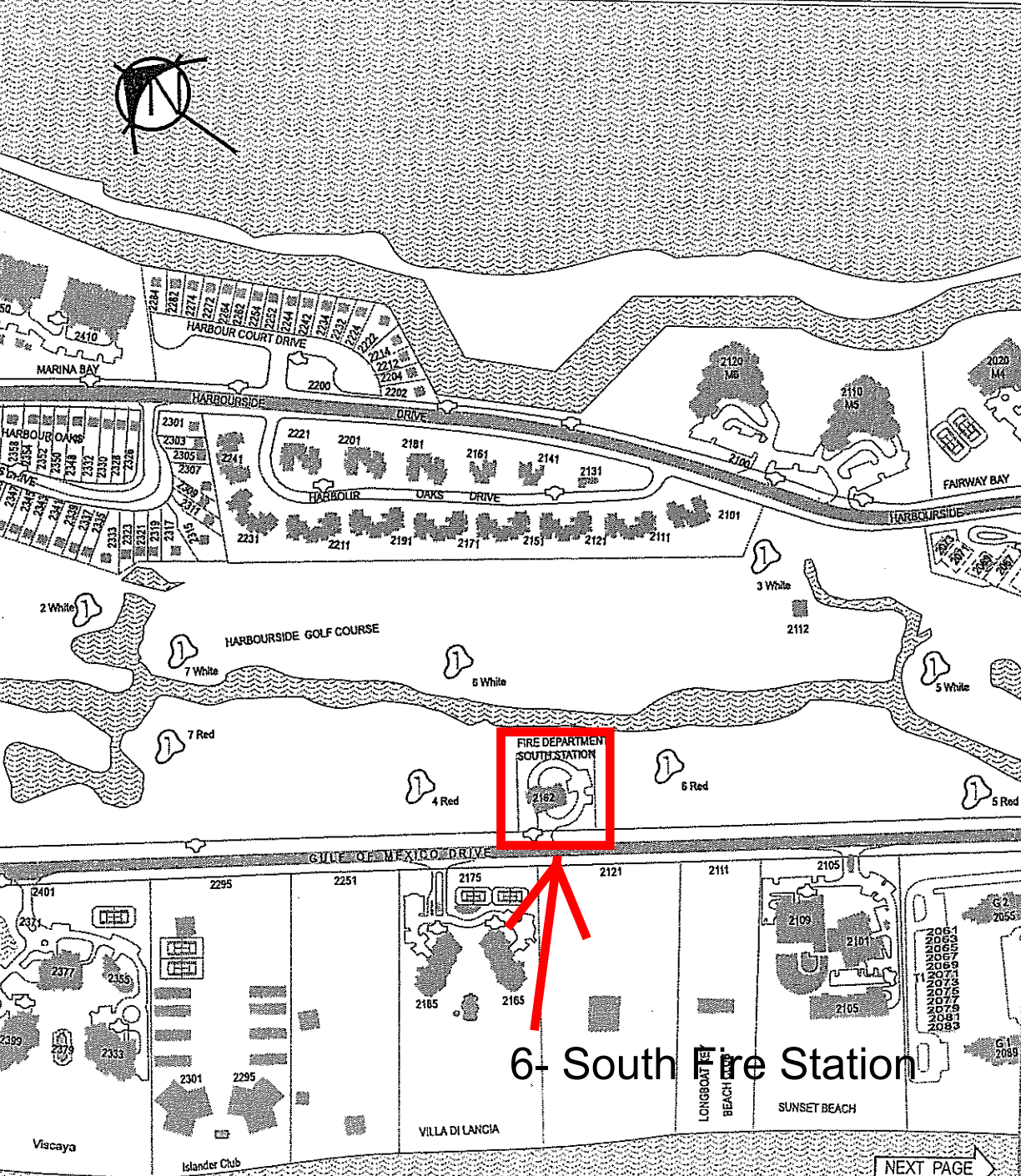
5 - Town Hall

2500

2300

2200

2100



FIRE DEPARTMENT
SOUTH STATION
2162

6- South Fire Station

NEXT PAGE

17-5

SUBMITTED BID #10-010 FORMS

Content

Addendum Acknowledgement
Bid Calculation
Licenses
Equipment List
References
Subcontractors References
Corporation or Joint Venture Affidavit
Drug Free Workplace Certification

TOWN OF LONGBOAT KEY, FLORIDA
SUBMITTED BID #10-010

The undersigned bidder declares that the only person or parties interested in this bid as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder understands that this bid must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection unless advance written approval for a faxed signature is given by the Purchasing Manager.

Bidder undersigned represents that the bidder accepts, and that this bid complies with, the bid documents; that bidder has carefully examined the specifications for the designated work, and all other bid documents. Bidder affirms that bidder has carefully examined the location of the designated work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality, and the quantity of materials and the kind and extent of equipment needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

Under provisions of Chapter 112, Florida Statutes, bidder must disclose with bid the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Bidder must disclose on an attachment (provided by bidder) entitled "Submitted Bid Conflict of Interest" the name of any Town of Longboat Key employee who owns, directly or indirectly, a 5% or more interest in the bidder's firm or any of its branches, or in the firm of any subcontractor to this bid. Absence of such an attachment represents bidder's certification of no such employee.

Bidder acknowledges receipt of the following addenda issued during the bidding period; the cost of which, if any, is included in the Total Base Bid.

ADDENDUM #	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

Doing Business As: _____

Business Address: _____

City _____ State _____ Zip _____

Fax: _____ Phone: _____

(Bidder typed name and signature)

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities and minor irregularities in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled bid opening.

Having carefully examined the bid documents, bidder agrees to the terms and proposes to furnish all labor, material, and equipment for the entire work (including mobilization and demobilization), and will completely perform the work in strict accordance with the terms of the Contract and the bid documents therein referred to for the following prices, to wit:

TOWN OF LONGBOAT KEY
SUBMITTED BID # 10-010 TOWN ANNUAL GROUNDS MAINTENANCE

FIRST YEAR CONTRACT PRICE	PER MONTH	TOTAL AMOUNT/YEAR
Total Cost per month July 1, 2011 through June 30, 2012	\$_____ per month	\$_____ per year
SECOND YEAR CONTRACT PRICE	PER MONTH	TOTAL AMOUNT/YEAR
Total Cost per month July 1, 2012 through June 30, 2013	\$_____ per month	\$_____ per year
THIRD YEAR CONTRACT PRICE	PRICE PER MONTH	TOTAL AMOUNT/YEAR
Total Cost per month July 1, 2013 through June 30, 2014	\$_____ per month	\$_____ per year

Hourly Labor rate for Extras Grounds Maintenance at direction of Town representative. \$_____

Any approved additional materials or supplies used will be added to invoice and included in the Contract addition, or paid under a separate Purchase Order.

MINIMUM QUALIFICATIONS

Bidders must have related experience and the necessary equipment to perform the work as specified. Bidders must also have all applicable licenses, registrations and certifications to perform the scope of work in Sarasota and Manatee Counties and the State of Florida and shall provide them at the time of the bid.

Copies of licenses are attached. ☐ YES ☐ NO, (explain):

Certificates of insurance will be obtained as required in Bid specifications upon notification of award.
(Certificates of insurance due within 15 days of posted date of Notice of Bid Action.)

☐ YES ☐ NO

EQUIPMENT LIST

Attach a list of equipment to be provided and used by bidder to perform the work, or list below. _____
pages attached.

MANDATORY REFERENCES

Bidders shall provide a minimum of 2 commercial property account references equal to or larger than the Town properties identified here-in. Bidders shall have provided pesticide service for the commercial building lawns maintenance it provides for a minimum of 2 years. The name & telephone number, of the pesticide service and a copy of its pesticide license shall be included in the bid submittal.

NAME: _____ Contact: _____

Address: _____

City: _____ State: _____

Day time Telephone #: _____

Summary of work performed and number of Square feet maintained: _____

Pesticide Company Name: _____ Contact: _____

Address: _____

City: _____ State: _____

Day time Telephone #: _____

Copy of Pesticide License included ____yes ____no

NAME: _____ Contact: _____

Address: _____

City: _____ State: _____

Day time Telephone #: _____

Summary of work performed and number of Square feet maintained: _____

Pesticide Company Name: _____ Contact: _____

Address: _____

City: _____ State: _____

Day time Telephone #: _____

Copy of Pesticide License included ____yes ____no

SUBCONTRACTOR REFERENCES

Complete information for each Subcontractor, identifying previous clients for similar work performed over last five years. Make copies of this form as necessary. Attach information regarding additional references, if any. ☐ Additional reference information attached

SUBCONTRACTOR: _____

Contact Name: _____
Company: _____
City: _____ State: _____
Current Telephone (daytime): _____
Reference based on related work: ☐ YES ☐ NO
Project: _____ Date completed: _____

Contact Name: _____
Company: _____
City: _____ State: _____
Current Telephone (daytime): _____
Reference based on related work: ☐ YES ☐ NO
Project: _____ Date completed: _____

Contact Name: _____
Company: _____
City: _____ State: _____
Current Telephone (daytime): _____
Reference based on related work: ☐ YES ☐ NO
Project: _____ Date completed: _____

Contact Name: _____
Company: _____
City: _____ State: _____
Current Telephone (daytime): _____
Reference based on related work: ☐ YES ☐ NO
Project: _____ Date completed: _____

Contact Name: _____
Company: _____
City: _____ State: _____
Current Telephone (daytime): _____
Reference based on related work: ☐ YES ☐ NO
Project: _____ Date completed: _____

Indicate number of additional copies of this form that are attached, if any: _____

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the
_____ of _____, the
_____ corporation described in and which executed the foregoing bid; that I have
been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the
several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature _____ Print or Type Name

Date

The foregoing instrument was acknowledged before me this _____ day of _____, **2011**, by

(name of officer or agent,
title of officer or agent) of _____ (name of corporation acknowledging) a

(state or place of incorporation), on behalf of the corporation. He/she is
personally known to me or has produced _____ as identification and who did (did
not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires: _____

FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP OR JOINT VENTURE

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am a general/limited (strike one) partner in _____, a General/Limited Partnership or Joint Venture (strike one), described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature _____ Print or Type Name

Date

The foregoing instrument was acknowledged before me this _____ day of _____, **2011**, by _____ (name of acknowledging partner or agent) partner (or agent) on behalf of _____ (name of partnership). He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires: _____

FORM OF AFFIDAVIT WHERE BIDDER IS A SOLE PROPRIETOR/INDIVIDUAL

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole trader/individual doing business as _____, the bidder described in the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature _____ Print or Type Name

Date

The foregoing instrument was acknowledged before me this _____ day of _____, **2011**, by _____ He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires: _____

DRUG FREE WORKPLACE CERTIFICATION

Identical Tie Bids: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the Town 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program (Florida Statutes Section 287.087). 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 action 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, and 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 five 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.

Drug Free Workplace Certification, page 2 of 2

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

BIDDER:

Print or type name of entity

By:_____

Signature

Print or type name

Print or type title

Date

State of Florida, County's of Manatee and Sarasota

The foregoing instrument was acknowledged before me this _____ day of _____, **2011**, by _____, who is personally known to me or who has produced _____, as identification and who did (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC

Typed Name

Commission Expires

**-DRAFT-
CONTRACT
FOR
TOWN ANNUAL GROUNDS MAINTENANCE**

This Contract For TOWN ANNUAL GROUNDS MAINTENANCE (hereinafter "Town Ground Maintenance") is entered into by and between the TOWN of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "TOWN" or "Owner") and _____, (hereinafter "CONTRACTOR") as of the date appearing on the signature lines below.

Article 1 - WORK

CONTRACTOR shall complete all work as specified or indicated in the Invitation To Bid, Bid Submittals, and or as directed by the TOWN and all Contract Documents as enumerated. The work (hereinafter "Work") is generally described as Town Ground Maintenance all as more fully stated in this Contract and the Contract Documents.

Article 2 - CONTRACT TIME

2.1 The Contract Time (as defined in the IFB Documents incorporated by reference into this Contract) shall commence to run on the date specified in the Notice to Proceed, which Notice to Proceed shall be issued following execution of this Contract, and shall become part of the Contract Documents.

2.2 All Work authorized by the Town shall be substantially completed within the number of days from the date specified in the Notice To Proceed, and all Work shall be completed, accepted, and ready for final payment within 30 days after the Notice to Proceed date specified.

Article 3 - CONTRACT AUTHORIZATION FOR COMPENSATION AND PAYMENT

3.1 The TOWN shall pay CONTRACTOR for completion of the Work in accordance with this Contract and the Contract Documents an amount in current funds at the Contract Sum or Unit Price Work as presented in the Submitted Bid Form, which is incorporated herein and made a part thereof by this reference.

3.2 All work shall be coordinated with the location's Town representative, who will authorize repair work for that location, and accept and authorize for payment of all invoices for that location. Contractor shall submit reports, estimates, and all invoices directly to the applicable representative.

Article 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, CONTRACTOR makes the following representations, upon which the Owner has actually and justifiably relied:

4.1 That CONTRACTOR has examined and carefully studied all Contract Documents, and that CONTRACTOR has the experience, expertise and resources to perform all required Work as specified within the times stated in this Contract and the Contract Documents.

4.2 That CONTRACTOR has visited the site and at least a fair representative sample of the Project Area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work to be performed pursuant to this Contract and the Contract Documents.

4.3 That CONTRACTOR is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work to be performed pursuant to this Contract and the Contract Documents.

4.4 That CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. CONTRACTOR acknowledges that the TOWN does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to physical conditions, including, but not limited to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Sum, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4.5 That CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the site, if any, that relates to the Work to be performed pursuant to this Contract and the Contract Documents.

4.6 That CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, specifications, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

4.7 That CONTRACTOR has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work to be performed pursuant to this Contract and the Contract Documents.

Article 5 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and CONTRACTOR concerning the scope and nature of the Work, and its performance, consist of the following which are incorporated by reference:

5.1 This Contract;

5.2 The Bid Document including; Advertisement, Definitions, General Information and Requirements, Specifications, Site Location Maps, Bid Submittal Forms, Draft Contract, Attachment "A-1" and Attachment A-2" herein by reference;

5.3 Certificates of Insurance, with endorsements, Notice of Award, Notice to Proceed, Change Orders and Construction Change Directives;

5.4 The following, which may be delivered or issued after the Effective Date of the Contract, and are not attached hereto: all written Amendments, Addenda and other documents amending, modifying, or supplementing the Contract Documents;

Article 6 – INSURANCE

6.1 The Proposer shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which

may arise out of or result from Proposer's performance and furnishing of the Work and the Proposer's other obligations under the Contract Documents, whether it is to be performed or furnished by the Proposer, any Sub-Proposer or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for those acts any of them may be liable. The Proposer shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated AAA or better by A.M. Best Rating Company for Class VII financial size category, and acceptable to the Town the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by applicable Laws and Regulations.

a. Workers Applicable Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$300,000.
Each Employee	\$300,000.
Disease	\$300,000.
All States Endorsement	Statutory
Voluntary Compensation	Statutory
Workers Endorsement	Statutory
Voluntary Compensation	Statutory

b. Commercial General Liability Insurance, including Town and Proposer Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$100,000.

Aggregate Combined:	\$ 300,000.
Each Occurrence:	\$ 100,000.
Broad Form CGL	\$ 300,000.
Contractual Liability	\$ 300,000.
Personal Injury	\$ 100,000.
Independent Proposers	\$ 100,000.
XCU Property Damage Excel	\$ 100,000.
Umbrella Liability	\$ 300,000.

Regarding Completion Operations Liability: Continue coverage in force for three (3) years after Town's acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the Proposer as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability	\$ 100,000.
Combined Single Limit Each Accident	\$ 100,000.

These policies will provide that:

1) The insurer(s) waive their rights of subrogation against the Town, their officials, employees, agents and Proposers.

2) The Town shall be named as an additional insured on all Policies required by the Contract Documents. The Certificate of Insurance must state the Proposal/RFP No. and the Proposal/RFP Title. A Thirty (30) Day prior written notice of cancellation or material alteration is required. Renewal notices to be sent to the Purchasing Department.

3) The Proposer shall not be given Notice to Proceed under the Contract until he has obtained all the insurance required by the Contract Documents and submitted all certificates of insurance and proofs of insurance as required by the Contract Documents and all such materials had been delivered to and have been approved by the Town. The insurance certificates shall be given to:

Town Purchasing Department
Attention: Gerald Wilson
501 Bay Isles Road
Longboat Key, Florida 34228

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.2 The Proposer shall not allow a Sub-Proposer to work on the Project or be present on the Project Area without either Sub-Proposer carrying his own Workers Compensation and Liability insurance or the Proposer covering the Sub-Proposer under his policies. The policy is the same for each succeeding sub-tier Proposer. The Town may request proof of such coverage for any Sub-Proposer at any time during the performance of the Work.

6.3 Any additional insurance, if required, will be as specified in any Supplementary Conditions.

6.4 Receipt and Application of Insurance Proceeds

6.5 Any insured loss under the policies of insurance required by the Contract Documents will be adjusted with the Town and made payable to the Town as fiduciary for the insured as their interest may appear. The Town shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and cost thereof covered by an appropriate Change Order or written Amendment as determined by the Town.

Article 7 - Indemnification

7.1 The Proposer does hereby indemnify and hold harmless the Town, its employees, officers, officials, directors, Proposers and agents from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Proposer and persons or entities employed or utilized by the Proposer in the performance of the Work. The monetary limitation to the extent of this indemnification is 100,000. The parties acknowledge and agree that at the time this Contract was prepared for inclusion in the Proposal Documents for the Work, being prior to the time that Proposals were solicited and received, there was no way for the Town to know the precise amount of the Contract Sum, and the parties hereto expressly acknowledge and agree that the monetary limitation on the extent of the indemnification provided herein bears a reasonable commercial relationship to this Contract and the Work to be performed pursuant to the Contract and the Contract Documents.

7.2 In any and all claims against the Town its employees, officers, officials, Proposers and agents, by any employee of the Proposer, any anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Proposer or any Sub-Proposer under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7.3 The Proposer shall and does hereby indemnify and hold harmless the Town and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorney's fees) arising out of any infringement or patent or copyrights held by others and shall

defend all such claims in connection with any alleged infringement of such rights.

Article 8 - TERMINATION

Town reserves the right to terminate the contract resulting from this award for any reason, and shall notify Successful bidder in writing of such cancellation. Article 9 - 7

Article 9 - MISCELLANEOUS

9.1 No assignment by either party to this Contract of any rights under or interests in this Contract and the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract and the Contract Documents.

9.2 CONTRACTOR binds itself, its partners, successors, assigns, and legal representatives to the TOWN and any of the TOWN'S successors, assigns, and legal representatives of the TOWN in respect of all covenants, contracts, and obligations contained in this Contract and the Contract Documents. No employees, agents or representatives of the TOWN are personally or individually bound by this Contract.

9.3 The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat. (2006), as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

9.4 This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

9.5 A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

9.6 Any provision or part of this Contract or the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CONTRACTOR, who agree that this Contract and the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.7 Notices. Where notice is required to be provided under this Contract or the Contract Documents, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner:

Bruce St Denis, Town Manager
Town of Longboat Key
Town Hall
501 Bay Isles Road

Longboat Key, FL 34228
Facsimile: (941) 316-1656

Juan J. Florensa, Public Works Director
Town of Longboat Key
Public Works Building
600 General Harris
Longboat Key, FL 34228
Facsimile: (941) 316-1984

David Persson, Esq.
Hankin, Persson, Davis,
McClenathen & Darnell
1820 Ringling Blvd.
Sarasota, Florida 34236

To Contractor:

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT as of the day and year last written below. OWNER AND CONTRACTOR have signed this Contract in two originals in counterpart. One counterpart each has been delivered to, OWNER'S REPRESENTATIVE and the CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR on their behalf.

ATTEST:

_____.

Signature

(Print or Type Name)

(Print or Type Title)

Date: _____

Seal:

CONTRACTOR

_____.

By: _____

Its _____
(Title of Authorized Representative)

(Print or Type Name)

(Print or Type Title)

Date: _____

ATTEST:

As to Town of Longboat Key, Florida

By: _____
Trish Granger, Town Clerk

Date: _____

Seal:

OWNER

Town of Longboat Key, Florida

By: _____
Bruce St. Denis, Town Manager

Date: _____

Review of Contract As To Form

By: _____
David Persson, Town Attorney