

INVITATION TO BID

PUBLIC NOTICE

The Town of Loxahatchee Groves ("Town") requests interested parties to submit sealed bids to provide Gravel Road Grading, Mowing, and Vegetative Removal Services. Hard copies of Bid Specifications will be available Monday through Friday, 9:00 AM to 4:00 PM at the Town Hall Offices at the address noted below.

Sealed Bid Proposals will be received by the Town of Loxahatchee Groves, Town Clerk's Office located at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the following:

BID NO: 2013-001:

BID TITLE: Gravel Road Grading, Mowing, and Vegetative Removal Services

BID SUBMISSION DEADLINE: March 15, 2013 at 2:30 PM

BID OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE BID SUBMISSION DEADLINE.

This Bid Proposal is available at www.onvia.com or can be downloaded at the Town's website at: www.loxahatcheegrovesfl.gov.

Town Hall Office
14579 Southern Boulevard, Suite 2,
Loxahatchee Groves, Florida 33470.
(561)793-2418.

PUBLISH: Palm Beach Post
January 20 & 24, 2013

**Town of Loxahatchee Groves
Request for Sealed Bids**

Mark A. Kutney, Town Manager
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Web Site Address: <http://loxahatcheegrovesfl.gov/>

Bid Proposal Data

Bid Number: 2013-001

Bid Title: GRAVEL ROAD GRADING, MOWING, AND VEGETATIVE
REMOVAL SERVICES

Type of Purchase: TWO (2) YEARS WITH OPTION FOR TWO (2) ADDITIONAL
TWO (2) YEAR PERIODS

Contact Person: Dennise Rodriguez, Office Coordinator

Phone: 561-793-2418

E-Mail Address: drodriguez@loxahatcheegrovesfl.gov

Issue Date: January 15, 2013

Bid Submission Deadline

Date: March 15, 2013

Location/Mail Address: Town of Loxahatchee Groves
Office of the Town Clerk
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Sealed written Bids must be received by the Town of Loxahatchee Groves; Town Clerk's Office, no later than the date, time and at the location indicated above for the Bid Submission.

Submittal of Response by fax is not acceptable. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and response forms must be returned to the Town or your Bid may be disqualified.

NOTE: This Bid does not constitute an order for the goods or services specified. The number of copies requested in this Bid together with completed Response Forms must be returned.

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Bid Proposal process. The Town of Loxahatchee Groves (TOWN), through its Town Manager, invites responses (“Bid Proposals”) which offer to provide the services described in detail in *General Specifications*.

1.2. Terms of Contract

The respondent selected to provide the services requested herein (Successful Bidder) shall be required to execute a contract (CONTRACT) with the TOWN, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for Two (2) years.
- B. The TOWN shall have the option to extend the CONTRACT for Two (2) additional two (2) year periods, at its sole discretion and at mutually acceptable terms and conditions. Successful Bidder will be given at least ninety (90) days prior written notice.
- C. Extension of the term of the CONTRACT beyond the initial period is an option of the TOWN to be exercised in its sole discretion and which does not confer any rights upon the Successful Bidder.

1.3. Business Objective

The TOWN, a municipal corporation of the State of Florida, is seeking the services for the provision of road grading, mowing, and road vegetative removal services, on behalf of the Town Manager. The objectives are to provide and maintain quality road grading, mowing, and road vegetative removal services for the Town Roads.

1.4. Pre-Proposal Conference

Not applicable

1.5 Requests for Additional Information / Clarification

Each Bidder shall undertake an examination of the roads within the Town of Loxahatchee Groves and shall judge all matters relating to this request. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Bid shall be made in writing, by fax, or email to the Town Manager no later than 4:00 P.M., February 5, 2013, at:

Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Facsimile No: (561) 793-2420
Email: mkutney@loxahatcheegroves.org

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written Addenda issued prior to the Bid Submission Date. Bidders should not rely on any representations, statements or explanations other than those made in this Bid Request or in any written Addendum to this Bid Request. Where there appears to be conflict between the

INTRODUCTION TO REQUEST FOR PROPOSALS Continued

Bid Request and any Addenda issued, the last Addendum issued shall prevail. Any dispute regarding the timeliness of a submittal shall be resolved against the Bidder.

1.6. Contract Execution

Contract will be negotiated and executed between the Successful Bidder (firm, joint venture, partnership or other legal entity) and the TOWN.

1.7. Instructions

Careful attention must be given to all requested items contained in this Request for Bid. Bidders are invited to submit proposals in accordance with the requirements of this Bid Request. Please read the entire solicitation before submitting a Bid Proposal. Bidders shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the Bid Request. The Bidder must return these documents with all information necessary for the TOWN to properly analyze Bidder's response in total and in the same order in which it was issued. Bidder's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this Bid Request text is followed. All Bid Proposals shall be returned in a sealed envelope with the Bid number and opening date clearly stated on the outside of the envelope.

Bidders must provide a response to each requirement of the Bid Request. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

1.8. Changes / Alterations

Bidder may change or withdraw a Bid proposal at any time prior to the Bid Submission Deadline; however, no oral modifications will be allowed.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, ambiguities, or any terms of the Bid Request to which Bidder could not satisfy or comply if selected, in the Bid Request or Addenda (if any) must be reported in writing to the Town Manager no later than February 5, 2012.

1.10. Disqualification

The TOWN reserves the right to disqualify Bid Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Bid Proposals; to reject any or all Bid Proposals in whole or in part, or to reissue a Request for Bids.

1.11. Proposal Receipt

Sealed Bid Proposals will be accepted in accordance with the instructions detailed on the cover of this Bid Request. After that date and time, Bid Proposals will no longer be accepted. The Bidder shall file all documents necessary to support its Bid Proposal and shall include them with its Bid Proposal. Bidders shall be responsible for the actual delivery of Bid Proposals during business

INTRODUCTION TO REQUEST FOR PROPOSALS Continued

hours to the exact address indicated on the cover and in the Bid Request. Bid Proposals that are not received in the Town Clerk's Office by the deadline established in the Bid Request shall **not** be accepted or considered by the Town.

1.12. Lobbying Activities

Any bidder submitting a response to this solicitation must comply, if applicable, with Town of Loxahatchee Groves Ordinance No. 2009-01. Copy of Ordinance No.2009-01 may be obtained from the Town Clerk's Office, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470.

1.13. Bid Request Process Timeline

The anticipated timeline for this Bid Request and subsequent Contract is as follows.

All dates are tentative and subject to change.

- | | |
|--|-----------------------------|
| • Bid Request Available for Distribution | January 18, 2013 |
| • Last Day for Submittal of Questions | February 5, 2013, 3:00 p.m. |
| • Addendum Issued (if necessary) | February 19, 2013 |
| • Proposal Due Date | March 15, 2013, 2:30 p.m. |
| • Evaluation of Proposals | March 29, 2013, 2:00 p.m. |
| • Anticipated Town Commission Approval | April 16, 2013, 7:00 p.m. |

2.0 PROCEDURES

Submittal Requirements

Contractors must submit the following:

2.1 Bid Proposal Form - Keeping in mind the following:

Rates quoted for all road segments on the Bid proposal shall be valid until May 1, 2014. Bid Proposal pricing must be inclusive; that is, cost for use of equipment, all labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges.

Please include with your bid proposal a list of equipment (make, model, size, number of units, etc.) to be used for the TOWN'S gravel road grading, mowing, and road vegetative removal operations.

2.2 All drivers must be properly licensed operators.

The Contractor is responsible for updating operator information as necessary. The TOWN reserves the right to verify this information at any time before contract award or any time throughout the duration of the contract. Any Contractor who fails to supply photocopies of the operator licenses if requested will be subject to disqualification.

2.3 Proof of Insurance as specified under "Insurance Requirements".

Contractor may submit such additional information as it deems necessary or helpful to the Town's evaluation process.

2.4 Evaluation Criteria: Bid Proposals will be evaluated using the following criteria:

1. Per Mile Rates of road segments for gravel road grading;
2. Per Hour Rates of mowing and vegetative removal services of road segments
3. Contractor's willingness to commit to timely service; and
4. Ability to provide 24-hour emergency service;
5. Submission of all required information with proposal.

2.5 Rejection or Disqualification: Proposals may be rejected:

1. If the bid proposal is on a form other than that furnished by the TOWN;
2. If there are unauthorized additions, conditions or irregularities which may make the bid proposal incomplete, indefinite or ambiguous as to its meaning;
3. If more than one bid proposal for the same work from an individual, firm, or corporation under the same or different name;
4. If there is evidence of collusion among bidders;
5. Failure to submit all required information.

PROCEDURES Continued

2.6 Delivery of Bid Proposals:

When sent by mail, the sealed bid proposal shall be addressed to the Town at the address and in the care of the official in whose office the proposals are to be received. All bid proposals shall be filed prior to the time and at the place specified in the Invitation for Bid. Bid proposals received after the time for opening of the Bids will be returned to the proposer, unopened. Faxed proposals are NOT acceptable.

2.7 Withdrawal of Bid Proposals:

A bid proposal may be withdrawn unopened after it has been deposited if such request is received in writing prior to the time specified for opening the bids.

2.8 Reservation of Rights: The Town of Loxahatchee Groves reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any bid proposal that it may deem to be in the best interest of the TOWN.

3.0 GENERAL REQUIREMENTS

- 3.1 Contractor must ensure that all equipment used must be properly registered. The TOWN reserves the right to verify this information.
- 3.2 Upon Notice of Acceptance, Contractor must provide phone numbers where employees can be reached. The inability to make contact with Contractor within a reasonable amount of time is Cause for the TOWN to use other Contractors on the roster.
- 3.3 For the Municipality, all grading operations, including the location and timing grading, will be scheduled and directed by the Town Manager.
- 3.4 All equipment must be equipped with a revolving or flashing amber light.
- 3.5 Subcontracting is not allowed.
- 3.6 The Town shall have no obligation to engage the services of the Contractor for a specified number of times.
- 3.7 Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for road grading services.

4.0 INSURANCE REQUIREMENTS

4.1 Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

4.2 Amount of Insurance

1. Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000 each occurrence and general aggregate

2. Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000 each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

4.3 Types of Insurance for Contractor

Purchase and maintain the following types of insurance:

1. Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$300,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of Florida, whichever is greater.
2. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - a) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - b) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - c) Contractual liabilities related to bodily injury and property damage.
3. Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
4. Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

4.4 Evidence of Insurance

As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the TOWN at the time of execution of the Service Contract. Written notice shall be given to the Town of Loxahatchee Groves at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

General Specifications

Purpose

The purpose of this bid is to establish a contract by means of a sealed bid to provide for the gravel road grading, mowing, and vegetative removal services for the "Town Roads" located within the Town of Loxahatchee Groves on an as-needed and when-needed basis as specified herein.

The Town Roads are organized into 100 identified road segments comprising more than 29.5 miles. Attached to and a made a part of this Bid Proposal is Exhibit "A" which identifies all Town Roads along with mileage calculation for each segment, and the Town's Boundary Map that identifies all the road segments.

Gravel Road Grading:

The Town expects all road segments to be graded at least twice per month if needed. The Town also expects that the successful Bidder will perform gravel road grading service on an as-needed basis in addition to the frequency herein enumerated. Additionally, the Town may require road repairs to be provided such as pothole repair, patch work on existing OGEM roads (Marcella, Compton, Bryan Roads), etc.

Rock Material:

Base rock will be placed with the successful bidder on an as-needed when-needed basis to meet the Town's usage requirements. Town seeks a source of supply that will provide accurate and timely deliveries. All bid prices for rock material must be FOB destination; freight prepaid Loxahatchee Groves, FL with delivery/unloading to the location specified at time of order

Mowing:

Mowing maintenance will be performed of the road segments no less than eight (8) times per year.

Vegetation Removal Services:

Trimming and/or removing trees and shrubbery that create a hazard to roadway users will be performed on all the road segments on an as-needed when-needed basis.

Additional Services Provided:

Road Repair and Emergency call out services will be performed on an hourly rate basis if applicable. These type services will be performed under separate work authorization that will allow inclusion of needed materials to complete the necessary repair.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
TOWN ROAD MAINTENANCE LOG**

JANUARY 2012						
TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	GRADES	UNIT COST	Cost Per Millage	EXTENDED
10TH PLACE NORTH	BLOCK B	0.081		160.00	12.96	0.00
11TH LANE NORTH	BLOCK F	0.351		160.00	56.16	0.00
11TH TERRACE	BLOCK C	0.244		160.00	39.04	0.00
12TH PLACE NORTH	BLOCK E	0.197		160.00	31.52	0.00
131ST TERRACE NORTH	BLOCK F	0.147		160.00	23.52	0.00
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.282		160.00	45.12	0.00
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166		160.00	26.56	0.00
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.100		160.00	16.00	0.00
145TH AVENUE NORTH	T: 43S / R: 41E	0.457		160.00	73.12	0.00
147TH AVENUE NORTH	BLOCK C	0.126		160.00	20.16	0.00
147TH DRIVE NORTH	BLOCK C	0.115		160.00	18.40	0.00
148TH TERRACE NORTH	T: 43S / R: 41E	0.339		160.00	54.24	0.00
149TH AVENUE NORTH	BLOCK I	0.126		160.00	20.16	0.00
14TH PLACE NORTH	BLOCK E	0.257		160.00	41.12	0.00
152ND WAY NORTH	BLOCK B	0.068		160.00	10.88	0.00
160TH STREET NORTH	T: 43S / R: 41E	0.394		160.00	63.04	0.00
161ST TERRACE NORTH	T: 43S / R: 40E	2.014		160.00	322.24	0.00
17TH ROAD NORTH	BLOCK B	0.076		160.00	12.16	0.00
21ST ROAD NORTH	BLOCK C	0.126		160.00	20.16	0.00
22ND COURT NORTH	BLOCK F	0.292		160.00	46.72	0.00
22ND ROAD NORTH	BLOCK C (C ROAD)	0.248		160.00	39.68	0.00
22ND ROAD NORTH	BLOCK E (E ROAD)	0.156		160.00	24.96	0.00
22ND ROAD NORTH	BLOCK F (F ROAD)	0.210		160.00	33.60	0.00
23RD COURT NORTH	BLOCK E	0.189		160.00	30.24	0.00
24TH CIRCLE NORTH	BLOCK C	0.177		160.00	28.32	0.00
24TH COURT NORTH	BLOCK C (C ROAD)	0.282		160.00	45.12	0.00
24TH COURT NORTH	BLOCK D (E ROAD)	0.194		160.00	31.04	0.00
24TH COURT NORTH	BLOCK E (WEST F)	0.250		160.00	40.00	0.00
24TH COURT NORTH	BLOCK F (EAST F)	0.406		160.00	64.96	0.00
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136		160.00	21.76	0.00

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
TOWN ROAD MAINTENANCE LOG**

JANUARY 2012						
TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	GRADES	UNIT COST	Cost Per Millage	EXTENDED
TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	GRADES	UNIT COST	Cost Per Millage	EXTENDED
27TH LANE NORTH	BLOCK C	0.135		160.00	21.60	0.00
30TH COURT NORTH	BLOCK B (C ROAD)	0.141		160.00	22.56	0.00
30TH COURT NORTH	BLOCK D (D ROAD)	0.132		160.00	21.12	0.00
34TH PLACE NORTH	BLOCK C	0.135		160.00	21.60	0.00
35TH PLACE NORTH	BLOCK D	0.127		160.00	20.32	0.00
41ST ROAD NORTH	T: 43S / R: 41E	0.068		160.00	10.88	0.00
42ND ROAD NORTH	T: 43S / R: 41E	0.153		160.00	24.48	0.00
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.234		160.00	37.44	0.00
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194		160.00	31.04	0.00
43RD ROAD NORTH	T: 43S / R: 41E (140TH)	0.394		160.00	63.04	0.00
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.235		160.00	37.60	0.00
8TH PLACE NORTH	BLOCK C	0.319		160.00	51.04	0.00
APRIL DRIVE	BLOCK C	0.164		160.00	26.24	0.00
BIDDIX ROAD	BLOCK D	0.191		160.00	30.56	0.00
BRYAN ROAD	BLOCK F	0.749		160.00	119.84	0.00
BUNNY LANE	BLOCK C	0.244		160.00	39.04	0.00
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.462		160.00	233.92	0.00
(WILSON) CASEY ROAD	BLOCK F	0.748		160.00	119.68	0.00
CITRUS DRIVE	BLOCK K	0.243		160.00	38.88	0.00
COMPTON ROAD	BLOCK F	0.748		160.00	119.68	0.00
EAST CITRUS DRIVE	BLOCK K	0.501		160.00	80.16	0.00
EDITH ROAD	BLOCK E	0.197		160.00	31.52	0.00
FARLEY ROAD	BLOCK E	0.197		160.00	31.52	0.00
FERRIS LANE	BLOCK A	0.194		160.00	31.04	0.00
FLAMINGO DRIVE	BLOCK C	0.186		160.00	29.76	0.00
FOREST LANE	BLOCK B	0.188		160.00	30.08	0.00
FORTNER DRIVE	BLOCK B (B ROAD)	0.126		160.00	20.16	0.00
FORTNER DRIVE	BLOCK B (C ROAD)	0.135		160.00	21.60	0.00
FOX TRAIL	BLOCK E	0.204		160.00	32.64	0.00
GLOBAL TRAIL	T: 43S / R: 41E	0.519		160.00	83.04	0.00
GREAT DANE LANE	BLOCK F	0.130		160.00	20.80	0.00
GRUBER LANE	BLOCK C	0.489		160.00	78.24	0.00
HYDE PARK ROAD	BLOCK E	0.518		160.00	82.88	0.00
IAN TRAIL	T: 43S / R: 41E	0.384		160.00	61.44	0.00
JEWEL LANE	BLOCK B	0.103		160.00	16.48	0.00
KAZEE ROAD	BLOCK G	0.432		160.00	69.12	0.00
KERRY LANE	BLOCK E	0.260		160.00	41.60	0.00
LOS ANGELES DRIVE	BLOCK B	0.244		160.00	39.04	0.00
LOXAHATCHEE AVENUE	BLOCK K	0.180		160.00	28.80	0.00
MARCELLA BOULEVARD	BLOCK F	0.749		160.00	119.84	0.00
MARCH CIRCLE	BLOCK F	0.174		160.00	27.84	0.00
MORROW COURT	BLOCK B	0.180		160.00	28.80	0.00
ORANGE AVENUE	BLOCK K	0.075		160.00	12.00	0.00

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
TOWN ROAD MAINTENANCE LOG**

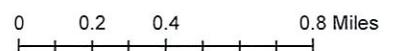
JANUARY 2012						
TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	GRADES	UNIT COST	Cost Per Millage	EXTENDED
TOWN ROAD NAME	PLAT DESIGNATION	MILEAGE	GRADES	UNIT COST	Cost Per Millage	EXTENDED
PARADISE TRAIL	BLOCK C	0.186		160.00	29.76	0.00
PERKINS DRIVE	BLOCK F	0.336		160.00	53.76	0.00
PINEAPPLE DRIVE	BLOCK I	0.434		160.00	69.44	0.00
QUAIL ROAD	BLOCK F	0.135		160.00	21.60	0.00
RACKLEY ROAD	BLOCK F	0.146		160.00	23.36	0.00
RAYMOND DRIVE	BLOCK F	0.337		160.00	53.92	0.00
ROBERTS WAY	BLOCK B	0.229		160.00	36.64	0.00
SALLY'S ALLEY	BLOCK B	0.244		160.00	39.04	0.00
SAN DIEGO DRIVE	BLOCK B	0.244		160.00	39.04	0.00
SCOTTS PLACE	BLOCK B	0.213		160.00	34.08	0.00
SHAMROCK DRIVE	BLOCK B	0.244		160.00	39.04	0.00
SIXTH COURT NORTH	BLOCK I (WEST D)	0.177		160.00	28.32	0.00
SIXTH COURT NORTH	BLOCK K (EAST D)	1.733		160.00	277.28	0.00
SNAIL TRAIL	BLOCK C	0.244		160.00	39.04	0.00
TANGERINE DRIVE	BLOCK K	0.510		160.00	81.60	0.00
TEMPLE DRIVE	BLOCK I	0.100		160.00	16.00	0.00
TIMBERLANE PLACE	BLOCK B	0.219		160.00	35.04	0.00
TRIPP ROAD	BLOCK D	0.242		160.00	38.72	0.00
VALENCIA DRIVE	BLOCK K	0.136		160.00	21.76	0.00
WEST "B" ROAD	BLOCK A	0.340		160.00	54.40	0.00
WEST "C" ROAD	BLOCK B	0.623		160.00	99.68	0.00
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.314		160.00	50.24	0.00
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.388		160.00	62.08	0.00
WEST 'F' ROAD	BLOCK E	0.198		160.00	31.68	0.00
WILLIAMS DRIVE	BLOCK B	0.193		160.00	30.88	0.00
	MONTHLY MILEAGE =	29.552		TOTAL MONTHLY COST =	4,728.32	0.00

LOXAHATCHEE GROVES OFFICIAL ZONING MAP



Legend

- Municipal Boundary
- Roads
- RE - Residential Estate
- AR - Agricultural Residential
- CC - Community Commercial
- CG - General Commercial
- CLO - Limited Office Commercial
- CN - Neighborhood Commercial
- MUPD - Multiple Use Planned Development District
- PO - Public Ownership



BID PROPOSAL FORM

BID NO. 2013-01

Gravel Road Grading, Mowing, and Vegetative Removal Services

TO: Town Manager
Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

The undersigned, as bidder, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Bid Form, and any other documentation for

Gravel Road Grading, Mowing, and Vegetative Removal Services – Annual

and further agrees to furnish all items listed below in accordance with the Unit Price(s) submitted. The above-specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Description	Units	Unit Cost
Gravel Road Grading	Mile	\$
Rock Material	Ton	\$
Mowing	Hourly	\$
Vegetative Removal	Hourly	\$
Road Repair	Hourly	\$
Emergency Call Outs	Hourly	\$

Notice Needed Prior to Commencement: _____ calendar days.

NOTE: Town of Loxahatchee Groves official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at www.loxahatcheegrovesfl.gov under Bids. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: _____

Signature & Title: _____

(This form to be returned)

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: u . 0 . 8 Attn: Clerk's Office 1 0 Blvd 0 0 8 , FL 334	REFER ALL INQUIRIES TO PRIMARY CONTACT: \ # 1 0 Blvd 0 0 8 , FL 334 Ph:(561) 79 - /Fax: (561) -	u . 0 . 8 <h1 style="margin: 0;">INVITATION TO BID</h1>
BID TITLE: Gravel Road Grading, Mowing, and Vegetative Removal Services		BID NO: 2013-01

NAME OF FIRM, ENTITY, or ORGANIZATION:				
NAME OF CONTACT PERSON	VENDOR MAILING ADDRESS:	CITY:	ZIP:	STATE:
TITLE	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:
PHONE NUMBER:		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):		
EMAIL ADDRESS:		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)		
FAX NUMBER:				
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"/>				
<i>If Corporation, please provide the following:</i>				
(A) Country of Incorporation: _____		Date of Incorporation: _____		(B) State or _____
_____ / _____ / _____ Month / Day / Year				

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

_____ / _____ / _____ AUTHORIZED SIGNATURE (MANUAL)	_____ / _____ / _____ AUTHORIZED SIGNATURE (PRINT OR TYPED)	_____ TITLE (PRINT OR TYPED)
---	---	--

MUNICIPAL PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Proposer specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for the safe, efficient, and timely gravel road grading, mowing, and vegetative removal services.

Proposer further agrees that this bid proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this proposal.

Submitted by Authorized Agent:

Signature

Print Name & Title

Billing, Contract, Proposal Verification, Signature Page
BID NO. 2013-01
Gravel Road Grading, Mowing, and Vegetative Removal Services

***** Billing *****

1. The contractor shall provide invoices to the Town of Loxahatchee Groves monthly in a timely manner.
2. Those invoices must be received on the 5th of each month for the previous month's work performed.
3. An invoice must have a Purchase/Work Authorization number issued by the TOWN before it will be considered for payment
4. The invoice must provide sufficient detail reflecting roads graded, repaired, areas mowed, and vegetative removal performed. If Work Authorization issued for emergency call outs and repairs detail of work performed along with breakdown for additional charges if any must be included.

***** Contract *****

1. The contract starting date, the contract term and the contract renewal details for the service(s) will be negotiated with the awarded contractor(s).
2. The agreement may be terminated by either party given a 90 day written notice upon the other parties failure to timely perform its responsibilities under this agreement.
3. The contractor may provide additional bid proposals and processes. The Town of Loxahatchee Groves reserves the right to consider or dismiss any bid proposal or additional bid proposal.

NUMBER OF PROPOSALS SUBMITTED: The undersigned office of the company submitting the Bid Proposal has submitted responses to the following specific Road Maintenance work.

- Gravel Road Grading
- Mowing of Town Property
- Vegetative Removal Services
- Road Repair
- Emergency Call Out/Repairs

Signature of Officer

Printed Name of Officer and Title

Date

Equipment Listing

BID NO. 2013-01

Gravel Road Grading, Mowing, and Vegetative Removal Services

A. What equipment will you use?

B. Age of Equipment

C. Equipment Hours

D. How many workers would be used to complete work on Town Roads? _____

Certification Form (Page 1 of 3)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Certification Form (Page 2 of 3)

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20_____, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Certification Form (Page 3 of 3)

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____

organized and existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20_____, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

6.3. Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Town must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the RFP.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: _____

(SIGNATURE/TITLE): _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

Non-Collusive Affidavit

State of _____) County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____ of
(Owner, Partner, Officer, Representative or Agent)

the Proposer that has submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other

of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

In the presence of:

By:

(printed name and title)

State of

County of

The foregoing instrument was acknowledged before me this _____ day of _____

20__ , by _____ , who is personally known to me or who has produced _____ As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Notary Public

(Name of Notary Public: Print/Stamp)

Check List

Submitted with Proposal

- Bid Acknowledgement Cover Page
This form must be completed, signed and returned with Proposal YES_____
- Bid Proposal Form
This form must be completed, signed and returned with Proposal YES_____
- Municipal Proposal Form
This form must be signed and returned with Proposal YES_____
- Proposal Verification Form
This form must be completed, signed and returned with Proposal YES_____
- Equipment Listing Form
This form must be completed and returned with Proposal YES_____
- Certificate of Authority
This form must be completed, signed, and returned with Proposal YES_____
- Insurance Requirements
Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal YES_____
- Affirmative Action Policy for Equal Employment Opportunity
Submit Sample YES_____
- Non Collusive Affidavit
This form must be completed, signed and returned with Proposal YES_____
- Business License
All responses shall be accompanied by a copy of your current License(s), if applicable YES_____
- Complete Bid Proposal with all required forms and attachments. YES_____