

**INVITATION TO BID****ISSUE DATE: April 16, 2019****City of Fort Walton Beach, Florida
Purchasing Division****BID NO: ITB 19-011****105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548****OPENING DATE: May 9, 2019****Telephone: (850) 833-9523****OPENING TIME: 2:30 PM CST****Fax: (850) 833-9643****Website: <http://www.fwb.org>****BID REQUESTED:**

The City of Fort Walton Beach invites bids for **ITB No. 19-011: FWB CRA District Annual Grounds Maintenance Services.**

Bids will be opened and publicly read aloud at City Hall Annex Building - Training Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on May 9, 2019. Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. See Section 2.13.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the Bid opening date.

Sincerely,

Giuliana Scott
Purchasing Agent

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1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 19-001:

- 1.0.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.0.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.
- 1.0.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.
- 1.0.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
- 1.0.5 Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
- 1.0.6 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org, 105 Miracle Strip Pkwy, Fort Walton Beach, FL 32548, at least seven days before the date the accommodation is necessary.

BID CHECKLIST: *Bidders are cautioned to assemble the bid packet using this check list:*

_____	Invitation to Bid Cover Sheet with Total Amount Bid Stated On It
_____	Signed Bidder's Certification Page
_____	Addendum Page
_____	References Completed
_____	Drug Free Workplace Form
_____	Bid Tabulation (2pgs): Unit Price and Total Price Columns Completed
_____	Bid Envelope Prepared as Specified – Clearly Labeled and Properly Delivered

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

<u>N/A</u>	Performance Bond Requirements (See Special Conditions 3.14)
<u>XX</u>	Insurance (See Special Conditions-Section 3.15)
<u>XX</u>	Exceptions to Specifications on company letterhead (See General Conditions Section 2.7)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED & SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

SECTION 1.1

COVER SHEET

This completed form must appear as the top sheet for all bids submitted.

TITLE: ITB 19-011: CRA District Annual Grounds Maintenance Services

ISSUE DATE: April 16, 2019

BID NO: 19-011

NO BID BOND REQUIRED

Total Amount of bid or Base bid \$ _____

Amount of Bid Bond (5% of base bid)	\$ <u> N/A </u>
Amount of Cashier's Check (5% of base bid)	\$ <u> N/A </u>
Amount of Certified Check (5% of base bid)	\$ <u> N/A </u>

Please specify -- All Items bid? Yes ___ No ___

Submitted by:

NAME OF BUSINESS

BY: _____
SIGNATURE

MAILING ADDRESS

NAME & TITLE (type or print)

CITY, STATE, ZIP CODE

EMAIL ADDRESS

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

1.2 BIDDER'S CERTIFICATION - ITB 19-011

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder or as its act and deed and that the Bidder is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (**type or print**)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

EMAIL ADDRESS

DATE

1.3 ADDENDUM PAGE ITB 19-011

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.4 REFERENCES – ITB 19-011

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar services provided within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.5 DRUG-FREE WORKPLACE FORM ITB 19-011

The undersigned Contractor, on _____, 2019, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.6 PUBLIC ENTITY CRIME FORM – ITB 19-011 (2 PAGES)

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted with Bid, Proposal or Contract # ITB 19-011.

This sworn statement is submitted by _____, whose business address
is _____ and (if applicable) Federal Employer
Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named
above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any
other state or with the United States, including, but not limited to, any proposal or contract for
goods or services to be provided to any public entity or any agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,
racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida
Statutes, means finding of guilt or a conviction of a public entity crime with or without an
adjudication of guilt, in any federal or state trial court of records relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of
a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate. The ownership by one of shares
constituting a controlling income among persons when not for fair interest in another
person, or a pooling of equipment or income among persons when not for fair market value
under a length agreement, shall be a prima facie case that one person controls another
person. A person who was knowingly convicted of a public entity crime, in Florida during
the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

1.8 **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.7 CONTRACTOR QUESTIONNAIRE – ITB 19-011 **

1. How long has your company been in business as a licensed grounds maintenance Contractor?

2. How many grounds maintenance contracts do you currently have? _____

3. Is your business located within the City limits of Ft. Walton Beach? If so please provide the business address.

4. If awarded this contract, how will you meet the manpower requirements:

Use current staff of company employees: _____

Hire additional staff of regular employees: _____

Use contract temporary labor providers: _____

5. How many full-time employees does your company employ? _____ Part-time? _____

6. If awarded this contract, how will you meet the equipment requirements?

Use currently owned equipment: _____

Lease equipment to meet requirements: _____

Purchase additional equipment: _____

7. What equipment do you own that can be utilized on this contract? (Attach list)

8. Please provide your company license numbers: _____ City: _____

_____ County: _____

9. If awarded this contract where will your base of operations be located?

10. Is someone on your staff licensed for chemical applications? _____

License# _____

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

****NOTE: COMPLETING THIS QUESTIONNAIRE IS MANDATORY FOR ALL BIDDERS.**

INVITATION TO BID 19-011 PRICING SHEETS (3 PGS) – INCLUDE WITH SUBMISSION

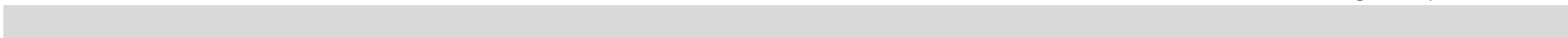
BIDDER NAME:

ITEM No.	Quantity	Unit	LOCATION	SERVICES	FREQUENCY	UNIT PRICE	TOTAL PRICE
1	12	MO	164 Miracle Strip Pkwy SE Public Parking Lot (Landscaping, & Parking Lot)	Litter Removal (All Areas) Weeding/ Blowing Groundcover Trimming (Landscaping)	Five (5) Times Weekly One (1) Time Weekly Two (2) Times Monthly		
2	12	MO	115 Miracle Strip Pkwy SE Public Parking Lot (Gulfview Hotel - Landscaping and Parking lot)	Litter Removal (All Areas) Weeding/ Blowing Groundcover Trimming (Landscaping) Plantings - Pine Straw/Mulch	Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly Two (2) Times Annually		
3	12	MO	194 Eglin Pkwy SE (Lions Park – 3 triangular sections) (Grass, Landscaping, & Sidewalks)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass) Shrub & Tree Trimming (Landscape)	Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly		
4	12	MO	190 Brooks Street SE Public Parking Lot (Landscaping, & Parking Lot)	Litter Removal (All Areas) Weeding/ Blowing Gravel cleanup (leveling/adding gravel)	Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly		
5	12	MO	Miracle Strip Pkwy SE Downtown (Perry Avenue to Brooks Street) (Medians, Palms, Planters, Sidewalks, Empty Trash)	Litter Removal (All Areas) Empty Permanent Trash Receptacles and Bags; replace can liners. Blowing (Sidewalks). Weeding (Medians, Planters, BreakOuts) Groundcover Trimming (All Areas) Shrub & Tree Trimming	Five (5) Times Weekly Five (5) Times Weekly One (1) Time Weekly Two (2) Times Monthly Two (2) Times Annually		
6	12	MO	Brooks Street SE (From US Hwy. 98 to Perry Ave. SE) Landscaping)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass)	Five (5) Times Weekly One (1) Time Weekly		

ITEM No.	Quantity	Unit	LOCATION	SERVICES	FREQUENCY	UNIT PRICE	TOTAL PRICE
7	12	MO	Perry Avenue SE (From US Hwy. 98 to Brooks Street SE) Landscaping)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass)	Five (5) Times Weekly One (1) Time Weekly		
8	12	MO	Eglin Parkway SE – (From First Street to Fourth Street)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass) Tree Trimming	Five (5) Times Weekly One (1) Time Weekly Once Per Year		
9	12	MO	Eglin Parkway SE - (From First Street to US Hwy 98)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass)	Five (5) Times Weekly One (1) Time Weekly		
10	12	MO	Eglin Parkway SE (Intersection of west extension of Eglin Parkway & US Hwy 98)	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass)	Five (5) Times Weekly One (1) Time Weekly		
11	12	MO	146 Brooks St. SE - Vandergriff Park	Litter Removal (All Areas) Mowing/Edging/Weeding/Blowing Shrub & Tree Trimming	Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly		
12	12	MO	131 Brooks Street – Fort Walton Landing (City will determine the Days per week based on Events)	Litter Removal (All Areas) Clean Restrooms; install toilet paper (City provides) Change trash can liners Maintain planter beds - Old Science Ctr; along sidewalks and roads Mowing/Edging/Weeding/Blowing Install pinestraw/mulch - flower beds inside park Saturday service - holiday event weekends & movie/concert series	Five (5) Times Weekly Five (5) Times Weekly Five (5) Times Weekly Five (5) Times Weekly One (1) Time Weekly Two (2) Times per year As needed - City requests		

ITEM No.	Quantity	Unit	LOCATION	SERVICES	FREQUENCY	UNIT PRICE	TOTAL PRICE
13	12	MO	185 Miracle Strip Pkwy SE - FWB Library	Litter Removal (All Areas) Change trash can liners Mowing/ Edging/ Weeding/ Blowing (Grass) Shrub & Tree Trimming; Ground cover trimming Clean Roof Gutters/keep sidewalks clear of gutter debris	Five (5) Times Weekly Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly One (1) Time Monthly		
14	12	MO	206 FL Place SE - Grass Parking Lot East of Indian Temple Mound Museum	Litter Removal (All Areas) Mowing/edging/Weeding/Blowing	Five (5) Times Weekly (2) Times per month		
15	12	MO	234 & 243 Miracle Strip Pkwy SE – Public parking lots	Litter Removal (All Areas) Mowing/Edging/Weeding/Blowing	Five (5) Times Weekly One (1) Time Weekly		
16	12	MO	139 Miracle Strip Pkwy SW- Indian Temple Mound Museum	Litter Removal (All Areas) Mowing/ Edging/ Weeding/ Blowing (Grass) Clean Roof Gutters Shrub & Tree Trimming Clean and Stock OUTDOOR Restrooms	Five (5) Times Weekly One (1) Time Weekly One (1) Time Monthly One (1) Time Monthly Five (5) Times Weekly		
17	12	MO	207 Miracle Strip Pkwy - Parking Lot near Mai Thai Lounge	Litter Removal (All Areas) Mowing/Edging/Weeding/Blowing	Five (5) Times Weekly Two (2) Times month		
18	12	MO	211 Brooks Street Brooks Bridge Park	Litter Removal (All Areas) Mowing/Edging/Weeding/Blowing	Five (5) Times Weekly One (1) Time Weekly		
19	12	EA	Plantings - All Beds in Areas covered	Install / remove bedding plants/Straw/Mulch	Two (2) Times Annually		
20	12	EA	Palm Pruning - All Areas covered in Contract	Prune Palms and dispose of Palm Fronds	Two (2) Times Annually		

TOTAL:



SECTION 2 - GENERAL CONDITIONS

2.1 **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 **SUBMITTAL OF BIDS:** Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 **AMENDMENT OF THE INVITATION TO BID:** It is the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 **BIDDER'S CERTIFICATION FORM:** Each bidder shall complete the "Bidder's Certification" form included with this Invitation to Bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 **DRUG FREE WORKPLACE PREFERENCE FORM:** Pursuant to § 287.087, Florida Statutes, the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Florida Statutes, 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 Vendor, 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 § 287.01, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Florida Statutes.

2.7 **SPECIFICATIONS REQUIRED:** All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this invitation to bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS:** Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **TRADE NAMES**

2.10.1 In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

2.10.2 The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

2.10.3 The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

2.10.4 If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, a bidder may be required to submit working drawings or sufficient detailed descriptive data to enable the City to determine if such specification requirements are met.

2.11 **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.12 **EFFECTIVE PERIOD:** Prices quoted in the bid must remain open for a period of one hundred and twenty (120) days from the date of bid opening.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.13.1 Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below in section 2.13.4.**

2.13.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.13.3 It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.13.4 **Direct all questions to:**

Giuliana Scott, CPPB, Purchasing Agent
Purchasing Division, City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org
Website: <http://www.fwb.org/rfps>

2.14 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.15 RECEIPT OF BIDS, DUE DATE:

2.15.3 Cut out and use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



<p>Deliver to: Purchasing Agent – City Hall Annex Building City of Fort Walton Beach 105 Miracle Strip Pkwy SW Fort Walton Beach, FL 32548</p> <p style="text-align: center;">SEALED BID DO NOT OPEN</p> <p>SEALED ITB#: 19-011 ITB TITLE: FWB CRA District Annual Grounds Maintenance Svcs DUE DATE/TIME: 05/14/2019 2:30 PM – Central Time</p>
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2.15.2 RECEIPT OF BIDS, DUE DATE: Sealed bids shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on May 14, 2019**. Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

2.16 WITHDRAWAL OF BIDS: Bidders may withdraw a bid after it has been deposited with the City Clerk's Office any time before the scheduled time for opening the bids.

2.17 BID OPENING: The bid opening shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted.

2.18 AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable, and it is in the interest of the City to accept it.

2.18.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete, on time, contracts of a similar nature, or a bid of a bidder who an investigation shows is not in a position to perform the contract.

2.18.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are

afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of proceedings under this policy.

- 2.18.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.19 **SELECTION / REJECTION OF OPTIONS / ALTERNATIVES:** If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.20 **BID TABULATION & EVALUATION:** Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.21 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. The City's tax exemption number is 85-8012740106C-0 and is included on all purchase orders.

2.22 **POLITICAL SUBDIVISIONS CONTRACTS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.23 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.24 **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.25 **SAFETY STANDARDS:** Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.26 **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.27 **INVOICING AND PAYMENT:** The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.28 **CONFLICT OF INTEREST:** Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director,

or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 INSPECTION, ACCEPTANCE, AND TITLE: Inspection and acceptance will be at the destination point unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 DISPUTES: In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.31 LEGAL REQUIREMENTS: Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.32 LIABILITY: The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.33 LOCAL VENDOR PREFERENCE: The City may give preference to a local vendor as defined by City Purchasing policy, whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

2.34 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in this solicitation and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.35 PUBLIC RECORDS:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org

- 2.35.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.35.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Contractor does not transfer the records to the City.
- 2.35.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 2.35.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.35.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.35.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

SECTION 3 - SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this invitation to bid:

N/A 3.1 PRE-BID CONFERENCE – N/A.

XX 3.2 PERFORMANCE TIME: The Contractor shall provide the required services beginning October 1, 2019.

XX 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. Failure or neglect of a bidder to be familiar with the site of the proposed work shall in no way relieve the bidder from any obligations with respect to this bid.

XX 3.4 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

N/A 3.5 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent (10%) of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract.

Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Agent, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor, or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the Contractor, Vendor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract Number as supplied by the City; and identification by office or department where and to whom the goods were delivered or services provided;
- 3.12.5 **All invoices shall be sent to the Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.**
- 3.12.6 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the Contractor, Vendor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of

them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a Contractor, vendor, or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

N/A 3.14 BOND REQUIREMENTS

N/A 3.14.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.14.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.14.3 Performance and Labor & Materials Payment Bonds shall accompany the contract be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract by date.

NA 3.14.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570, entitled "Surety Companies Acceptable on Federal Bonds", or otherwise acceptable to the City.

XX 3.15 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City's minimum standards for the projects. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

XX 3.15.1 Workers Compensation

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 3.15.2 Commercial General Liability – Each Occurrence for:

- Bodily Injury/Property Damage \$1,000,000
- Personal & Advertising Insurance \$1,000,000
- Products/Completed Operations Aggregate \$1,000,000
- General Aggregate \$2,000,000
- Fire Damage \$ 100,000

- Medical Payments \$ 10,000
- Contractual Liability – Where applicable

XX 3.15.3 Business Automobile Liability - Combined Single Limit - \$1,000,000

_____ This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.
- Symbol "1" (Any Auto) or equivalent, shall be used to designate insured autos.

XX 3.15.4 Umbrella: \$1,000,000 each occurrence/\$1,000,000 aggregate

- Per Occurrence Limit of \$1,000,000 / \$1,000,000 Aggregate covering personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the above primary coverages.

_____ This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days' notice.

XX 3.15.5 Pollution Liability Coverages-\$1,000,000 for each claim/ \$1,000,000 aggregate. This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days' notice.

_____ 3.15.6 General Policy Provisions

- The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2014 or its equivalent.
- Coverage shall apply as Primary and non-contributory
- Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

XX 3.16 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the Contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or services proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.17 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any Special Condition, the Special Condition shall have precedence over the General Condition.

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SECTION 4 – SCOPE OF WORK

4.1 INTENT

4.1.1 It is the intent of this Invitation to Bid (ITB) to solicit bids from qualified Contractors to provide grounds maintenance and clean up services for the City of Fort Walton Beach, FL (“City”). Areas are specified in Section 4.2 (all located within downtown Fort Walton Beach, Florida).

4.1.3 ITB will be awarded in late August or early September, 2019, and contracts will be prepared and signed prior to performance period beginning October 1, 2019.

4.2 BID SCHEDULE (tentative dates)

- April 16, 2019 – Bid Posted
- May 14, 2019 – Bid Opening

- Bid Results unavailable until mid-August

- August 27, 2019 – Staff Recommendation to City Council
- Sept. 2, 2019 – Contract & Notice to Proceed issued/signed
- October 1, 2019 – Purchase order issued; Performance time begins

4.3 EVALUATION CRITERIA

Please note the following weight will be given by staff when evaluating bids submitted:

- Pricing – 50%
- References – 25%
- Staffing / Equipment 15%
- Local Vendor Preference – 5%
- Minority Business Enterprise – 5%

4.4 CONTRACT TERM

The term for this contract will be for an initial one (1) year period, with options to renew for four (4) additional one (1) year periods at the mutual agreement of both parties.

4.5 BACKGROUND

4.5.1 The City of Fort Walton Beach currently performs grounds maintenance at multiple locations listed below:

- *See summary chart on next page and/or full pricing sheet on pages 13-15.*

Line Item # on Price Sheet	Location	Location on Exhibit A
1	164 Miracle Strip Pkwy, SE – Public parking lot (located between Hwy 98 & Brooks Street SE)	1
2	115 Miracle Strip Pkwy SE – Gulfview Hotel Building	2
3	194 Eglin Pkwy SE (“Lions Park” - 3 triangular sections)	3
4	190 Brooks Street SE – Public parking lot	4
5	Miracle Strip Pkwy SE downtown (Perry Ave to Brooks St)	5
6	Brooks Street SE (from US Hwy 98 to Perry Ave SE)	6
7	Perry Avenue SE (from Brooks Street to US Hwy 98)	7
8	Eglin Parkway SE (SR 85) (from First Street to Fourth Street)	8
9	Eglin Parkway SE (SR 85) (from First St to US Hwy 98)	9
10	Eglin Parkway SE (Intersection of west extension of SR 85 and US Hwy 98)	10
11	146 Brooks St SE – Vandergriff Park	11
12	131 Brooks St – Fort Walton Landing Park	12
13	185 Miracle Strip Pkwy SE – FWB Public Library	13
14	206 Florida Place SE - grass parking lot east of Indian Temple Mound Museum	14
15	234 & 243 Miracle Strip Pkwy SE – Public Parking Lots	15
16	139 Miracle Strip Pkwy SE - Indian Temple Mound Museum	16
17	207 Miracle Strip Pkwy SE– Public parking lot near Mai Thai Lounge	17
18	211 Brooks Street – Brooks Bridge Park	18
19	Plantings (All beds in covered areas)	
20	Palm Pruning (All areas covered in contract)	

4.6 SCOPE OF WORK - Winning Bidder (“Contractor”) must show ability, experience and staffing to provide the following services:

4.6.1 Litter Removal –

4.6.1.1 Remove all litter, garbage, and debris from the work areas, providing a clean appearance and will dispose of it properly not less than 5 days a week.

4.6.1.2 Remove all litter (non-vegetative, such as paper, bottles, cans, cigarette butts, etc.) from each site.

4.6.1.3 Trash receptacles:

- Remove trash bags from permanent City trash receptacles;
- Dispose bags in dumpster at Fort Walton Landing Park;
- Install new bags in each receptacle:
 - Contractor to furnish Heavy Duty, minimum 2-Mil, 33-gallon trash bags to fit City trash receptacles.

- There are a total of sixteen (16) permanent City trash receptacles, with four (4) located at Location 1; seven (7) along the south sidewalk of US Hwy 98 (Miracle Strip Pkwy SE) and five (5) along the north sidewalk of US Hwy 98 (Miracle Strip Pkwy SE). Locations are subject to change based on availability and demand.

4.6.2 Mowing -

4.6.2.1 Mow grass with a mulching type mower to provide a uniform height between 3” and 4”, in such a manner as to avoid grass clipping accumulations in the grass areas.

4.6.2.2 Trim all grass, which is not accessible with a mower, to the same uniform height.

4.6.2.3 Trim grass and weeds growing in curb or sidewalk expansion joints down to the curb or sidewalk level.

4.6.2.4 Following the mowing and trimming activities, remove and dispose of any clippings that accumulate on sidewalks, streets, and gutters.

4.6.2.5 Locations for mowing will include grass areas within City public parking areas as identified on the maintenance locations map. Locations for mowing will include City parks identified, and does will include mowing the Fort Walton Landing grassy areas.

4.6.3 Edging –

4.6.3.1 Edge all grass area borders to provide a neat and uniform appearance, such as along sidewalks, curbs, streets, planting beds, etc.

4.6.3.2 Following the edging activities, remove and dispose of any clippings and dirt that accumulate on sidewalks, streets, and gutters.

4.6.3.3 Edging will only be required in areas that are mowed per this maintenance contract.

4.6.4 Weeding –

4.6.4.1 Weed all landscaped planting bedding areas to provide a neat appearance.

- Weeding may be accomplished by physically removing the weeds or applying approved herbicides, at the Contractor’s discretion.
- **If herbicides are to be used, the Contractor shall submit a request for prior approval of the herbicide(s) and application method(s).**

- **All persons applying herbicides shall either be a certified applicator or work under the direct supervision of a certified applicator.**
- **MSDS sheets for chemicals used will be furnished prior to application, to the designated Parks & Recreation Department staff person AND Purchasing Division.**

4.6.4.2 Contractor will inspect the beds not less than 5 days a week.

4.6.5 Shrub / Tree Trimming -

- Trim all shrubs and trees to provide a neat appearance, consistent with proper horticultural standards and properly dispose of all trimmings.

4.6.6 Palm Pruning -

4.6.6.1 Trim Palms to a 10-2 Cut or 45-degree angle. Remove loose hanging boots; remove seed pods and properly dispose of all trimmings.

4.6.6.2 The Contractor will prune palms within the covered areas two (2) times annually. Contractor will remove and properly dispose of debris.

4.6.6.3 Contractor will have appropriate equipment to provide this service.

4.6.7 Mulching –

- Apply red mulch to all existing bed areas and around small trees to maintain a minimum depth of 2 inches.
- The Contractor will be responsible for furnishing new, clean red mulch.

4.6.8 Gravel –

4.6.8.1 City will provide the Contractor the necessary gravel for maintenance of Brooks Street Public Lot.

4.6.8.2 Contractor will check this parking lot daily.

4.6.8.3 Upon inspection, Contractor will request the appropriate amount of gravel to make necessary repairs.

4.6.8.4 City will make arrangements for delivery or pickup within one business day of the request.

4.6.9 Blowing – All exterior concrete surfaces, sidewalks, parking lots and other hard surfaces will be blown not less than once a week.

4.6.10 Plantings –

4.6.10.1 The City will provide bedding plants two times a year.

4.6.10.2 The Contractor will install the plants and replace them as needed.

4.6.10.3 The type of plants will be approved by the City. Typical plants will be annuals - pentas, snapdragons, pansies and marigolds.

SECTION 5 – OTHER REQUIREMENTS

5.1 Safety – Contractor is to perform all work in a safe manner for both the Contractor employees and the public. All Contractor employees & staff working within street right-of-way areas shall wear appropriate vests, in accordance with ANSI/ISEA 107-2004. Contractor employees & staff must also wear appropriate shirts, shoes, eyewear, etc.

5.2 Certifications Required –

5.2.1 When working within street right-of way areas, Contractor shall ensure that at least one (1) member of the work crew holds a certification from FDOT resulting from passing the FDOT 16-hour Intermediate Maintenance of Traffic course.

5.2.2 Contractor shall provide appropriate signs and traffic control measures in accordance with the Federal Highway Administration “Manual on Uniform Traffic Control Devices” and any applicable State of Florida regulation.

5.3 Schedule - Contractor shall submit their schedule of work to the designated Parks & Recreation Dept staff person for approval, by the end of each month, for the following month. The schedule shall identify the specific plan of work for that month.

5.3.1 The Contractor may modify this schedule, as needed, to adjust for inclement weather and still perform the required work within the same frequency period. Multiple servicings within the same frequency period shall be distributed as evenly as possible, preferably on Monday, Wednesday and Friday. Items required to be checked daily shall be checked Monday – Friday, except as agreed upon.

5.3.2 - Deviations to Schedule – Any change to the established schedule shall be mutually agreed upon by the City and Contractor. The City reserves the right to alter the projected schedule based on need.

5.4 Work Report

5.4.1 Contractor shall submit a copy of their monthly invoice and a detailed report of all work completed or unaccomplished for that monthly period to the designated Parks & Recreation Department staff person.

5.4.2 The CRA Annual Grounds Maintenance Services Pricing Sheet will serve as the basis for payment of completed work and deductions for unaccomplished work. Work not performed in accordance with the contract may be subject to deductions as appropriate.

5.5 City Quality Control Inspections

5.5.1 The City Parks & Recreation Department will conduct weekly inspections of all work performed by the CRA Annual Grounds Maintenance Services contractor and document any discrepancies or unsatisfactory work.

5.5.2 A copy of this Quality Control Document will be provided to the Contractor and the City Purchasing Division to use as a tool for resolving performance issues in a timely fashion. (SEE EXHIBIT B).

5.6 Sprinkler System - Contractor shall report any malfunction of the irrigation sprinkler system to the designated Parks & Recreation Department staff person within 24 hours of observing the malfunction. Contractor shall take care to avoid damaging the irrigation sprinkler system during their work activities. Contractor shall immediately repair all damage they cause to the system, at their expense, within 48 hours.

5.7 Contractor-Furnished Materials

5.7.1 Red Mulch for the bump out landscape areas.

5.7.2 Can liners: Minimum 2-Mil, 33-Gallon plastic trash can liners for permanent City trash receptacles where applicable.

5.8 Herbicides / Pesticides / Chemicals

5.8.1 Prior to application of chemicals Contractor will notify City Contact Person in writing of the chemicals to be used, and furnish a copy of MSDS sheets for each chemical.

5.8.2 Application of chemicals must be performed by, or under the direction of, a person who is licensed by the State of Florida.

5.9 Contractor Response Times - Contractor must be capable of responding within a reasonable time of notification by City Contact person to resolve any problems, discrepancies, or merchant/citizen complaints related to the services provided on this contract.

- When notified before 11:00am on a weekday, the Contractor should respond the same day.
- When notified after 11:00am, the Contractor will respond the next weekday morning.

5.10 Signage & Uniform Requirements - Contractor vehicles must display signage which clearly identifies the name of the Contractors business. The Contractor and staff must be clearly identifiable by a uniform and/or a name badge when performing work as a part of this ITB.

- 5.11 Equipment, Materials, Labor - Work to be done under this contract includes the furnishing by Contractor of all materials, equipment, labor necessary perform the work, except where noted otherwise.
- 5.12 Permits - The Contractor shall be responsible for obtaining and paying for all necessary local and state licenses and permits.
- 5.13 Coordination & Project Meetings - During the course of work under this contract, the Contractor shall be responsible for keeping the City informed of any changes or omissions to the proposed work schedule.
- 5.13.1 The Contractor shall schedule and administer periodic progress meetings for each site specific scheduled work. Periods of progress meetings will be mutually agreed upon by the City and the Contractor.
- 5.14 Defective Work - All furnished materials and work completed by the Contractor at any time during the course of the year shall be subject to inspection. City shall have full power to accept or reject any part thereof. The Contractor shall remedy any defective or unsatisfactory work or material at no additional cost to the City.

In the event the Contractor fails to initiate corrections within forty eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.

5.15 Inspection Reports

- 5.15.1 The Contractor will be notified of all instances where his work fails to comply with the Specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the Specifications.
- 5.15.2 The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative.
- 5.15.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

- 6.0 PAYMENT** - No separate payment will be made for work under this section of the specifications, except as set forth in the Bid Schedule. The cost of such work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO BIDDERS

BID NUMBER: ITB No. 19-011**Date: April 16, 2019**

The City of Fort Walton Beach will accept sealed bids at City Hall until May 9, 2019, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 19-011: CRA Annual Grounds Maintenance Services

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope:

ITB 19-011: CRA Annual Grounds Maintenance Services

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

**Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548**

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

Exhibit A
Map – Location of Sites
Downtown Fort Walton Beach, FL

See document posted as Exhibit A on www.fwb.org/rfps or at www.BidNetDirect.com, or use images below (print on 8.5 x 11 pgs).



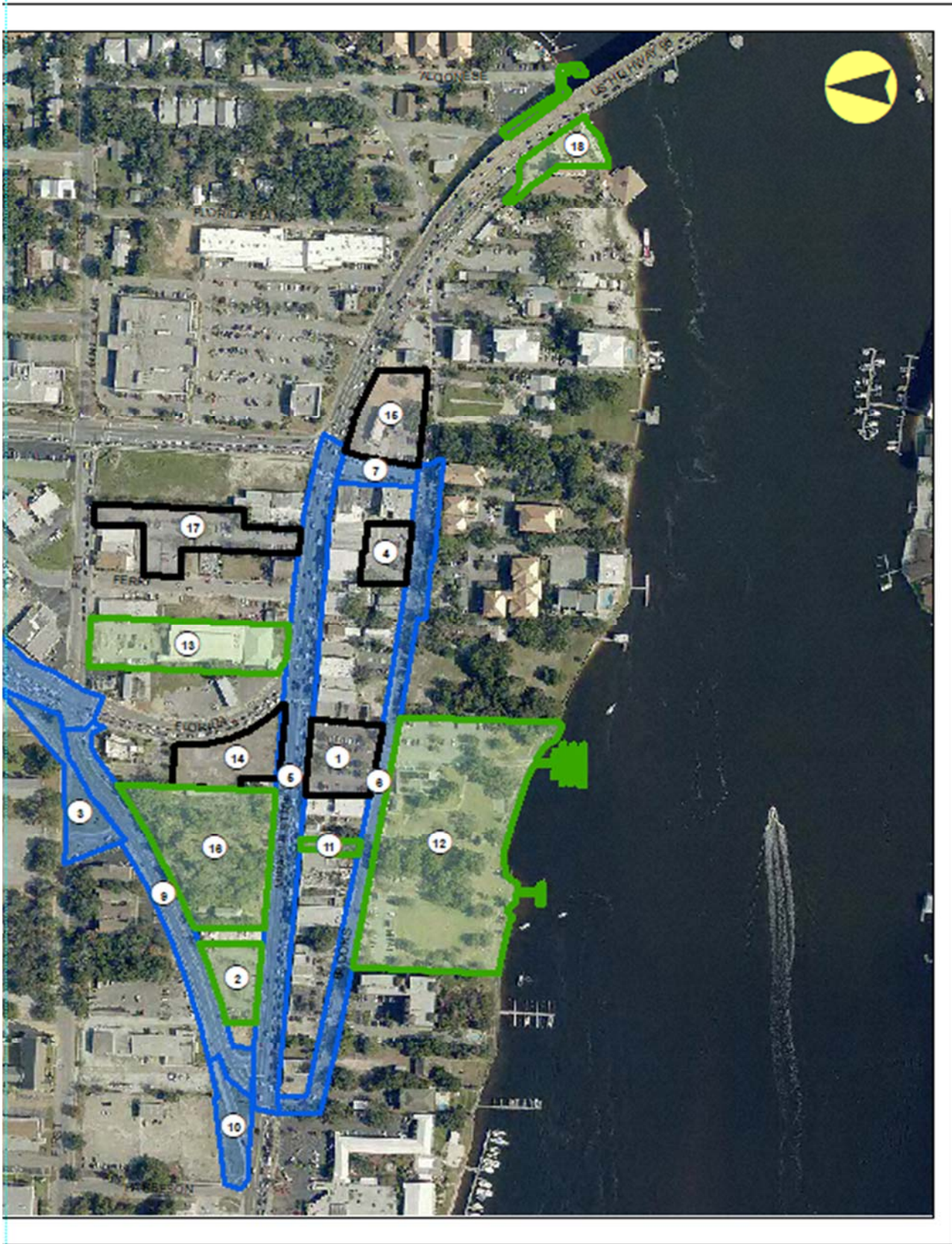


Exhibit B

SAMPLE WEEKLY INSPECTION CHECKLIST FOR CRA ANNUAL GROUNDS MAINTENANCE SERVICES

Date: _____ INSPECTED BY: _____

1. Location: 164 Miracle Strip Parkway SE Public Parking Lot	
Services Provided	
Litter Removal	
Weeding / Blowing grass clippings	
Groundcover Trimming	
2. Location: 115 Miracle Strip Parkway SE – Gulfview Hotel property	
Services Provided	
Litter Removal	
Weeding / Blowing grass clippings	
Plantings – Pine Straw / Mulch	
Groundcover Trimming	
3. Location: 194 Eglin Parkway SE (Lion’s Park)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing grass clippings	
Shrub & Tree trimming	
4. Location: 190 Brooks Street SE Public Parking Lot	
Services Provided	
Litter Removal	
Weeding /Blowing grass clippings	
Gravel Cleanup/leveling	
5. Location: Miracle Strip Parkway SE Downtown (Perry Ave. to Brooks St.)	
Services Provided	
Litter Removal	
Empty permanent trash receptacles; replace can liners.	
Weeding (Medians, planters, Break-Outs)	
Shrub & Tree Trimming	
Groundcover Trimming	
Blowing (sidewalks)	
6. Location: Brooks Street SE (From US Hwy. 98 to Perry Ave. SE)	
Services Provided	
Litter Removal	
Mowing/ Edging /Weeding / Blowing grass clippings	
7. Location: Perry Avenue SE (From US Hwy. 98 to Brooks St. SE)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing grass clippings	
8. Location: Eglin Parkway SE (From First Street to Fourth Street)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing grass clippings	
Tree Trimming	
9. Location: Eglin Parkway SE (From First Street to US Hwy 98)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing grass clippings	

10. Location: Eglin Parkway SE (Intersection of Eglin Pkwy and Hwy 98)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding/ Blowing grass clippings	
11. Location: 146 Brooks Street SE (Vandergriff Park)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding /Blowing Grass clippings	
Shrub & Tree Trimming	
12. Location: Fort Walton Landing (131 Brooks Street)	
Services Provided	
Litter Removal, Empty trashcans & change can liners	
Mowing/ Edging/ Weeding / Blowing grass clippings	
Clean restrooms; install toilet paper	
Maintain planter beds – Old Venture Hive Blvd; along sidewalks & roads.	
Install Pine Straw / mulch – flower beds inside park	
Saturday service – holiday/event/weekends & movie concert series.	
13. Location: 185 Miracle Strip Pkwy SE (FWB PublicLibrary)	
Services Provided	
Litter Removal, Empty trashcans & change can liners	
Mowing/ Edging/ Weeding / Blowing grass clippings	
Groundcover Trimming	
Shrub & Tree Trimming	
Clean roof gutters (no gutter debris on sidewalks)	
14. Location: Eglin Parkway SE (Grass Pkg Lot – east of Museum)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing (Grass)	
15. Location: Brooks Street (new parking lots)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding/ Blowing (Grass)	
16. Location: 139 Miracle Strip Pkwy SE (Indian Temple Mound Museum)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding /Blowing clippings	
Clean Roof Gutters	
Clean & stock OUTDOOR Restrooms	
17. Location: 207 Miracle Strip Pkwy SE (Mai Thai Lounge Pkg Lot)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding / Blowing grass clippings	
18. Location: 211 Brooks St (Brooks Bridge Park)	
Services Provided	
Litter Removal	
Mowing/ Edging/ Weeding/ Blowing grass clippings	
19. Plantings (annuals): All Locations	
Services Provided	
Plant Annuals (provided by City)	

20. Palm Pruning: All Locations	
Services Provided	
FronD Removal; debris Removal	

COMMENTS: _____
