



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name:	Annual Bid for Right-of-Way Mowing
Bid #:	2022029
Bid Bond Required:	No
Public Construction Bond Required:	No
Pre-Bid Meeting time/location:	N/A

Bid Opening Date: January 14, 2022

Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL, AND
- (1) COPY OF YOUR BID

Refer All Questions to:

Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Bid # 2022029
Annual Bid for Right-of-Way Mowing

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Deadline for receipt of bids has been set for **2:00 P.M. on January 14, 2022.** Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication on Demandstar and Vendor Registry

Date: Tuesday, December 21, 2021

Instructions to Bidders

Definitions

Bidder – Individual or entity submitting a bid to Owner.

Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award.

Owner – Indian River County

General Terms and Conditions

Cone of Silence. Potential bidders and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to the Purchasing Division (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.

Licensure: Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that “No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes.” Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in

amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
Automobile \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles

- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. There are no permits necessary in association with the work anticipated in this bid.

Variations to Specifications: For purposes of evaluation, Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid. Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten or recreated bid forms.** Submittal of one marked original bid and one copy is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27th Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Local Preference: County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Cancellation: It is the intention of the County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DHS Seal: If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Indemnification: CONTRACTOR shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Manufacturer's Certification: County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid.

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

Invoicing and Payment: Invoices submitted must agree with the prices formally bid. Invoices will be submitted monthly, based on the number of completed cuts. All payments for services shall be made in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

Taxes: County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Direct Purchase: County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Default Provision: In case of default by the Bidder, County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Scope

Indian River County ("County") is soliciting bids from qualified Contractors for mowing specific sections of right-of-way throughout the County, referred to as Sections 1-6. Contractors may submit bids for one or more sections. Each section will be awarded in its entirety, and Contractors may be awarded one or more sections. County reserves the right to award the work a manner that is in its best interest.

Roadway Sections

1	Oslo Road and 27 th Avenue/27 th Avenue SW
2	58 th Avenue
3	66 th Avenue
4	Vero Lake Estates, SR 60 Medians and SR 60 Right-of-Way
5	North U.S. 1
6	South U.S. 1

Section 1 Areas – Oslo Road and 27th Avenue/27th Avenue SW (see attached aerial images of each area):

- _____ Oslo Rd. between US1 and Old Dixie Hwy
- _____ Oslo Rd. between Old Dixie Hwy and Timber Ridge Trail SW
- _____ Oslo Rd. between Timber Ridge Trail SW and 7th Rd. SW
- _____ Oslo Rd. between 7th Rd. SW and 9th Ct. SW
- _____ Oslo Rd. between 9th Ct. SW and 11th Av. SW
- _____ Oslo Rd. between 11th Av. SW and 15th Av. SW
- _____ Oslo Rd. between 15th Av. SW and 18th Av. SW
- _____ Oslo Rd. between 18th Av. SW and 21st Ct. SW
- _____ Oslo Rd. between 21st Ct. SW and South Gate Terr. SW
- _____ Oslo Rd. between South Gate Terr. SW and 27th Av. SW
- _____ Oslo Rd. between 27th Av. SW and Ansley Av. SW
- _____ Oslo Rd. between Ansley Av. SW and 33rd Ct. SW
- _____ Oslo Rd. between 33rd Ct. SW and 36th Ct. SW
- _____ Oslo Rd. between 36th Ct. SW and Publix West Entrance
- _____ Oslo Rd. between Publix West Entrance and 43rd Av. SW
- _____ 43rd Av. SW Retention Pond
- _____ Oslo Rd. between 43rd Av. SW and 47th Av. SW
- _____ Oslo Rd. between 47th Av. SW and Angelina Av. SW
- _____ Oslo Rd. between Angelina Av. SW and Citrus Springs Blvd. SW
- _____ Oslo Rd. between Citrus Springs Blvd. SW and South Lakes
- _____ Oslo Rd. between South Lakes and 58th Av. SW
- _____ Oslo Rd. between 58th Av. SW and End
- _____ 27th Av. between 20th St. and 18th St.
- _____ 27th Av. between 18th St. and 16th St.
- _____ 27th Av. between 16th St. and 14th St.
- _____ 27th Av. between 14th St. and 12th St.
- _____ 27th Av. between 12th St. and 11th St.
- _____ 27th Av. between 11th St. and 8th St.
- _____ 27th Av. between 8th St. and 6th St.

- _____ 27th Av. between 6th St. and 4th St.
- _____ 27th Av. between 4th St. and 2nd St.
- _____ 27th Av. between 2nd St. and 1st St. SW
- _____ 27th Av. SW between 1st St. SW and 3rd St. SW
- _____ 27th Av. SW between 3rd St. SW and 3rd Ln. SW
- _____ 27th Av. SW between 3rd Ln. SW and 6th St. SW
- _____ 27th Av. SW between 6th St. SW and 9th St. SW
- _____ 7th St. SW Retention Pond
- _____ 13th St. SW West of 27th Av. SW
- _____ 17th St. SW East and West of 27th Av. SW
- _____ 23rd St. SW West of 27th Av. SW

Section 2 Areas – 58th Avenue (see attached aerial images of each area):

- _____ 58th Av. and 37th St.
- _____ 58th Av. and 26th St.
- _____ 58th Av. between 26th St. and 24th St.
- _____ 58th Av. between 23rd St. and 20th St.
- _____ 58th Av. between Bridge South and 16th St.
- _____ 58th Av. between 16th St. and 12th St.
- _____ 58th Av. between 12th St. and 8th St.
- _____ 58th Av. between 8th St. and 4th St.
- _____ 58th Av. between 4th St. and 1st St. SW
- _____ 58th Av. SW between 1st St. SW and 5th St. SW
- _____ 58th Av. SW between 5th St. SW and 9th St. SW

Section 3 Areas – 66th Avenue (see attached aerial images of each area)

- _____ 66th Av. and 49th St.
- _____ 66th Av. and 45th St.
- _____ 66th Av. and 41st St.
- _____ 66th Av. and 37th St.
- _____ 66th Av. and 33rd St.
- _____ 66th Av. between 33rd St. and 26th St.
- _____ 66th Av. and 26th St.
- _____ 66th Av. between 20th St. and 16th St. Pt 1
- _____ 66th Av. between 20th St. and 16th St. Pt 2
- _____ 66th Av. between 20th St. and 16th St. Pt 3
- _____ 66th Av. between 20th St. and 16th St. Pt 4
- _____ 16th St. East of 66th Av.
- _____ 16th St. West of 66th Av.
- _____ 66th Av. between 16th St. and Atlantic Blvd. Pt 1
- _____ 66th Av. between 16th St. and Atlantic Blvd. Pt 2
- _____ 66th Av. between Atlantic Blvd. and 12th St. Pt 1
- _____ 66th Av. between Atlantic Blvd. and 12th St. Pt 2
- _____ 12th St. East of 66th Av.
- _____ 12th St. West of 66th Av.
- _____ 66th Av. between 12th St. and 8th St. Pt 1
- _____ 66th Av. between 12th St. and 8th St. Pt 2
- _____ 66th Av. between 12th St. and 8th St. Pt 3

- _____ 66th Av. between 12th St. and 8th St. Pt 4
- _____ 8th St. East of 66th Av.
- _____ 8th St. West of 66th Av.
- _____ 66th Av. between 8th St. and 5th Pl. Pt 1
- _____ 66th Av. between 8th St. and 5th Pl. Pt 2
- _____ 66th Av. between 5th Pl. and 4th Ln.
- _____ 66th Av. between 4Ln. and 4th St.

Section 4 Areas – Vero Lake Estates (VLE), SR 60 Median and SR 60 Right-of-Way (see attached aerial images of each area), note the SR 60 ROW area mowing is on a different schedule than the other areas:

- _____ 87th St. between 101st Av. and 98th Av.
- _____ 87th St. between 98th Av. and 96th Av.
- _____ 87th St. between 96th Av. and 93rd Ct.
- _____ 87th St. between 93rd Ct. and 92nd Av.
- _____ 87th St. between 92nd Av. and CR 510
- _____ 91st Av. between 87th St. and 85th St.
- _____ 91st Av. between 85th St. and 83rd St.
- _____ 91st Av. between 83rd St. and 81st St.
- _____ 91st Av. between 81st St. and 79th St.
- _____ 92nd Ct. between 87th St. and 89th St.
- _____ 20th St. between 43rd Av. and 46th Av.
- _____ 20th St. between 46th Av. and 50th Av.
- _____ 20th St. between 50th Av. and 53rd Av.
- _____ 20th St. between 53rd Av. and 56th Av.
- _____ 20th St. between 56th Av. and Bldg. 5810
- _____ 20th St. between Bldg. 5810 and Babson Dr.
- _____ 20th St. between Babson Dr. and Indian River Mall
- _____ 20th St. between Indian River Mall and 63rd Ct.
- _____ 20th St. between 63rd Ct. and Access Rd.
- _____ 20th St. between Access Rd. and 66th Av.
- _____ 20th St. between 66th Av. and Plantation Dr.
- _____ 20th St. between Plantation Dr. and Waterford Dr.
- _____ 20th St. between Waterford Dr. and 71st Av.
- _____ 20th St. between 71st Av. and Village Green Dr.
- _____ 20th St. between Village Green Dr. and 74th Av.
- _____ 20th St. between 74th Av. and 75th Dr.
- _____ 20th St. between 75th Dr. and Tamara Trail
- _____ 20th St. between Tamara Trail and 79th Av.
- _____ 20th St. between 79th Av. and 80th Av.
- _____ 20th St. between 80th Av. and 82nd Av.
- _____ 20th St. between 82nd Av. and 85th Ct. Part 1
- _____ 20th St. between 82nd Av. and 85th Ct. Part 2
- _____ 20th St. between 85th Ct. and 87th Av.
- _____ 20th St. between 87th Av. and Bldg. 8905
- _____ 20th St. between Bldg. 8905 and America Way
- _____ 20th St. between America Way and I-95 East Ramp
- _____ 20th St. between I-95 East Ramp and I-95 West Ramp
- _____ 20th St. between I-95 West Ramp and 94th Dr.

- _____ 20th St. between 43rd Av. and Bridge Hampton Terr. (ROW Mowing – secondary schedule)
- _____ 20th St. between Bridge Hampton Terr. and 53rd Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 53rd Av. and 56th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 56th Av. and 58th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 58th Av. and Bldg. 5990 (ROW Mowing – secondary schedule)
- _____ 20th St. between Bldg. 5990 and Indian River Mall (ROW Mowing – secondary schedule)
- _____ 20th St. between Indian River Mall and 63rd Ct. (ROW Mowing – secondary schedule)
- _____ 20th St. between 63rd Ct. and Access Rd. (ROW Mowing – secondary schedule)
- _____ 20th St. between Access Rd. and 66th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between Access Rd. and 66th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 66th Av. and Plantation Dr. (ROW Mowing – secondary schedule)
- _____ 20th St. between Plantation Dr. and Waterford Dr. (ROW Mowing – secondary schedule)
- _____ 20th St. between Waterford Dr. and 71st Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 71st Av. and Village Green Dr. (ROW Mowing – secondary schedule)
- _____ 20th St. between Village Green Dr. and 74th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 74th Av. and 75th Dr. (ROW Mowing – secondary schedule)
- _____ 20th St. between 75th Dr. and Tamara Trail (ROW Mowing – secondary schedule)
- _____ 20th St. between Tamara Trail and 79th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 79th Av. and 80th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 80th Av. and 82nd Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 82nd Av. and Sunoco (ROW Mowing – secondary schedule)
- _____ 20th St. between Sunoco and 86th Av. (ROW Mowing – secondary schedule)
- _____ 20th St. between 86th Av. and 87th Ct. (ROW Mowing – secondary schedule)
- _____ 20th St. between 87th Ct. and TA Truck Stop (ROW Mowing – secondary schedule)
- _____ 20th St. between TA Truck Stop and 90th Av. (ROW Mowing – secondary schedule)
- _____ 90th Av. North of 20th St. (ROW Mowing – secondary schedule)

Section 5 Areas – North U.S. 1 (see attached aerial images of each area):

- _____ North US-1 between 81st St. and 82nd St.
- _____ North US-1 between 82nd St. and 83rd St.
- _____ North US-1 between 83rd St. and 84th St.
- _____ North US-1 between 84th St. and CR510
- _____ North US-1 between CR510 and 86th St.
- _____ North US-1 between 86th St. and 87th St.
- _____ North US-1 between 87th St. and 50th Av.
- _____ North US-1 between 50th Av. and 93rd St. Pt 1
- _____ North US-1 between 50th Av. and 93rd St. Pt 2
- _____ North US-1 between 50th Av. and 93rd St. Pt 3
- _____ North US-1 between 50th Av. and 93rd St. Pt 4
- _____ North US-1 between 50th Av. and 93rd St. Pt 5
- _____ North US-1 between 93rd St. and Irby Ln.
- _____ North US-1 between Irby Ln. and CR512 EB Pt 1
- _____ North US-1 between Irby Ln and CR512 EB Pt 2
- _____ North US-1 between CR512 EB and S Tropicana Dr.
- _____ North US-1 between S Tropicana Dr. and 99th St. Pt 1
- _____ North US-1 between S Tropicana Dr. and 99th St. Pt 2
- _____ North US-1 between 99th St. and Billy Junior St.
- _____ North US-1 between Billy Junior St. and Carleen St.

- _____ North US-1 between Carleen St. and Mark Allen Dr.
- _____ North US-1 between Mark Allen Dr. and Joyce Av.
- _____ North US-1 between Joyce Av. and 105th Pl. Pt 1
- _____ North US-1 between Joyce Av. and 105th Pl. Pt 2
- _____ North US-1 between 105th Pl. and Island Harbor Rd.
- _____ North US-1 between Island Harbor Rd. and Old Dixie Hwy Pt 1
- _____ North US-1 between Island Harbor Rd. and Old Dixie Hwy Pt 2
- _____ North US-1 between Old Dixie Hwy and River Run Dr.
- _____ North US-1 between River Run Dr. and 110th St.
- _____ North US-1 between 110th St. and S Indian River Dr.
- _____ North US-1 between S Indian River Dr.
- _____ North US-1 between Bldg. 13805 and Bldg. 13361
- _____ North US-1 between Bldg. 13395 and Roseland Rd.
- _____ North US-1 between Roseland Rd. and Sebastian River Medical Center
- _____ North US-1 between Sebastian River Medical Center and 144th St.
- _____ North US-1 between 144th St. and 145th St.
- _____ North US-1 between 145th St. and N County Line

Section 6 Areas – South U.S. 1 (see attached aerial images of each area):

- _____ South US-1 between Bldg. 673 and 6th Av.
- _____ South US-1 between 6th Av. and Bldg. 505
- _____ South US-1 between Bldg. 505 and Botanical Gardens
- _____ South US-1 and Botanical Gardens
- _____ South US-1 between Botanical Gardens and Spring Lake Dr.
- _____ South US-1 between Spring Lake Dr. and Vista Royal
- _____ South US-1 and Vista Royal Pt 1
- _____ South US-1 and Vista Royal Pt 2
- _____ South US-1 and Vista Royal Pt 3
- _____ South US-1 and Vista Royal Pt 4
- _____ South US-1 between Vista Royal Pt 4 and Pine Arbor Ln.
- _____ South US-1 between Pine Arbor Ln. and End of Vista Royal
- _____ South US-1 between Vista Royal and Oslo Rd. Pt 1
- _____ South US-1 between Vista Royal and Oslo Rd. Pt 2
- _____ South US-1 between Oslo Rd. and Tanglewood Village
- _____ South US-1 and Tanglewood Village
- _____ South US-1 between Tanglewood Village and 11th Pl. SW
- _____ South US-1 between 11th Pl. SW and 12th St. SW
- _____ South US-1 between 12th St. SW and Grove Isle
- _____ South US-1 and Grove Isle
- _____ South US-1 between Grove Isle and Garden Grove Pt 1
- _____ South US-1 between Grove Isle and Garden Grove Pt 2
- _____ South US-1 between Grove Isle and Garden Grove Pt 3
- _____ South US-1 and Garden Grove
- _____ South US-1 between Garden Grove and Highland Dr. SE
- _____ South US-1 between Highland Dr. SE and 21st St. SE
- _____ South US-1 between 21st St. SE and Bridge

General Requirements

Areas to be mowed are shown in the applicable aerial photographs in RED.

Remove all trash and vegetative debris.

Mow both sides of the road and one pass on the backside of the sidewalk.

String trim around signs, fire hydrants, guard rails, etc.

Retention areas (if applicable) will need to be string trimmed above the water line during wet season. Edge and blow off. Do not blow grass into the roadway, plant beds, or curb inlets.

No herbicides may be applied, unless prior written approval is provided by the Public Works Director.

Invoices will be submitted monthly, at the end of the month, based on the number of completed cuts.

Combinations to Retention Area locks will be given upon execution of agreement.

Primary Mowing Schedule – First Term

January 3 rd thru 8 th	August 8 th thru 13 th
January 24 th thru 29 th	August 22 nd thru 27 th
February 14 th thru 19 th	September 5 th thru 10 th
March 7 th thru 12 th	September 19 th thru 24 th
March 28 th thru April 1 st	October 3 rd thru 8 th
April 18 th thru 23 rd	October 17 th thru 22 nd
May 9 th thru 14 th	October 31 st thru November 5 th
May 30 th thru June 4 th	November 14 th thru 19 th
June 13 th thru 18 th	December 5 th thru 10 th
June 27 th thru July 2 nd	December 26 th thru 31 st
July 11 th thru 16 th	January 16 th thru 21 st 2023
July 25 th thru 30 th	February 6 th thru 11 th 2023

Secondary Mowing Schedule – First (SR 60 ROW Areas of Group 4 only) – First Term

February 14 th thru 19 th
March 7 th thru 12 th
March 28 th thru April 1 st
April 18 th thru 23 rd
May 9 th thru 14 th
June 13 th thru 18 th
July 11 th thru 16 th
August 8 th thru 13 th
September 5 th thru 10 th
October 3 rd thru 8 th
November 14 th thru 19 th
December 5 th thru 10 th
January 16 th thru 21 st 2023
February 6 th thru 11 th 2023

PROJECT REQUIREMENTS

Bidder must possess the following licenses and registrations at the time of bid:

Occupational License

Unacceptable Conditions

The following images are provided as examples of conditions that will be considered unacceptable at the completion of a cut.



Un-acceptable Conditions





End of Technical Specifications

Bid Form

Annual Right-of-Way Mowing

Bid #: 2022029
 Bid Opening Date and Time: January 14, 2022 2:00 P.M.
 Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, aerial images, and requirements of this document, as well as having physically inspected the applicable areas to be mowed, the Bidder offers the **following (Mark "NB" for sections you are not submitting a bid for):**

Section 1 – Oslo Road, 27 th Ave and 27 th Ave SW (must bid both Areas)	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All Oslo Road Areas	\$	24	\$
B. All 27 th Avenue/27 th Ave SW Areas	\$	24	\$
Total Annual Bid for Section 1 (sum of A and B)			\$
Section 2 – 58 th Avenue	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All 58 th Avenue Areas	\$	24	\$
Section 3 – 66 th Avenue	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All 66 th Avenue Areas	\$	24	\$
Section 4 – Vero Lake Estates and SR-60 (must bid all three areas)	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All Vero Lake Estates Areas	\$	24	\$
B. All SR-60 Median Areas	\$	24	\$
C. All SR-60 Right-of Way Areas	\$	12	\$
Total Annual Bid for Section 4 (Sum of A, B, and C)			\$

Section 5 – North U.S. 1	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All North U.S. 1 Areas	\$	24	\$
Section 6 – South U.S. 1	Per cut price	Quantity	Total Annual Bid (per cut x quantity)
A. All South U.S. 1 Areas	\$	24	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation, has physically examined the areas to be mowed, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation or visit the sites shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

Qualifications Questionnaire

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

4. Equipment List

Type of Equipment	Quantity	Approximate Age

5. Date Registered with e-Verify.gov: _____

6. List all ligation cases during the past three (3) years in which the Contractor has been a named party.
Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

Attach Occupational License/Business Tax Receipt, proof of current liability insurance and W-9.

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

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

Company Name

Bidder's Signature

Date: _____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022029
for Annual Right-of-Way Mowing

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. 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, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ 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 have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date