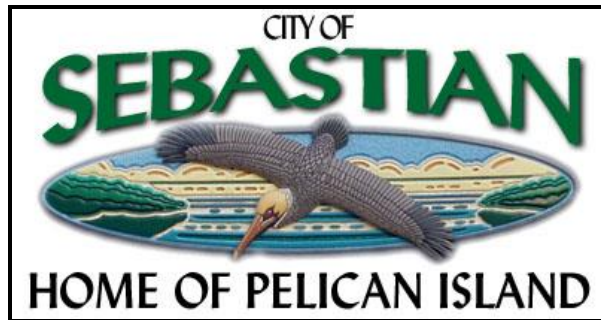


INVITATION TO BID

ITB #19-08

MOWING SERVICES FOR RIGHT OF WAY SWALE AREAS AND DITCHES



City of Sebastian
1225 Main Street
Sebastian, FL 32958

PUBLIC FACILITIES DEPARTMENT

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, AUGUST 5, 2019	-
NON-MANDATORY PRE-BID CONFERENCE:	WEDNESDAY, AUGUST 21, 2019	10:00 AM EST
QUESTIONS DUE DATE/TIME:	THURSDAY, AUGUST 29, 2019	5:00 PM EST
RFP DUE DATE/TIME:	FRIDAY, SEPTEMBER 6, 2019	2:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: afraser@cityofsebastian.org	
BID DELIVERY & BID OPENING LOCATION:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

***Dates in this schedule occurring after the release date may be amended by the City.
It is the Proposer's responsibility to check for addenda amending any changes to this RFP.**

Mowing Services – R.O.W Swale and Ditch

INVITATION TO BID

The City of Sebastian is seeking sealed bids from interested bidders to perform mowing maintenance services and other related work in Right of Way Swale Areas and Ditches located within the City. Sealed bids, including one (1) original, three (3) copies and an electronic copy, marked with the bidder's name & address, bid number & title and bid opening date & time (lower left corner of envelope) will be accepted until Bid Opening, **2:00 PM EST on Friday, September 6, 2019.**

All sealed bids must be delivered or mailed to:

City of Sebastian, FL
ATTN: Procurement
1225 Main Street
Sebastian, Florida 32958

Bid documents may be obtained from the City's website (www.cityofsebastian.org) or DemandStar (www.demandstar.com).

A ***non-mandatory*** pre-bid conference will be held on **Wednesday, August 21, 2019 at 10:00 AM EST** in the City of Sebastian Council Chambers at City Hall located at 1225 Main Street, Sebastian, Florida 32958. All prospective Bidders are encouraged to attend this conference. Questions concerning the project or bid requirements may be addressed at this time.

Questions concerning this project should be emailed to the Procurement/Contracts Manager at afrazer@cityofsebastian.org no later than **Thursday, August 29, 2019 at 5:00 PM EST**. All communication regarding this bid shall be directed only to this point of contact.

Bids duly submitted will be publicly opened and announced at the Bid Opening date and time specified above. The City reserves the right to reject any and all bids, or to accept any bid or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities. Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

By: Ann-Marie Fraser, CPPB, MBA
Procurement/Contracts Manager

Published: Publication in the Indian River Press Journal

Date: Sunday, August 4, 2019

IMPORTANT: Contact by a Bidder (or anyone representing a Bidder) regarding this ITB with the City Council or a City employee/representative, from the date of release until after a contract is approved by the City Council, other than the point of contact listed above, is grounds for disqualification.

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DEFINITIONS

Invitation to Bid: this Solicitation document, including any and all addenda.
Bid: submission in response to this Invitation to Bid.
Bidder: person or firm submitting a Bid in response to this Invitation to Bid, “pre-award”.
Contractor: selected Bidder that is awarded a contract to provide the goods or services to the City, “post-award”.
City: refers to the City of Sebastian.
Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Bidder.
Responsible Bidder: Bidder that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the ITB.
Responsive Bidder: Bidder who’s Bid fully conforms in all material respects to the ITB and its entire requirement, including form and substance.
Days: refers to calendar days, unless otherwise stated.
Shall, Must & Will: Interpreted as mandatory language.

SECTION 1 – GENERAL BID INFORMATION

1.1 SCOPE OF WORK

The City of Sebastian is seeking sealed bids from interested bidders to perform mowing maintenance services and other related work in Right of Way Swale Areas and Ditches located within the City. The awarded Contractor agrees to furnish all supervision, labor, materials, supplies, equipment and tools necessary to perform mowing maintenance services at various locations throughout the City of Sebastian, on an as needed basis and as designated by the City of Sebastian in a good, firm, substantial and workmanlike manner. Services include but are not limited to power blade edging, trash pickup, fertilization of turf, fertilization of trees and plants, shrubbery trimming, tree trimming and dead limb removal; quarter round cleaning. Refer to *Exhibit A – Technical Specifications*.

1.2 PRE-BID CONFERENCE

A ***non-mandatory*** pre-bid conference is to provide potential bidders the opportunity to ask questions and receive clarification regarding this ITB.

Date: Wednesday, August 21, 2019
Time: 10:00 AM EST
Location: City of Sebastian Council Chambers @ City Hall
1225 Main Street
Sebastian, Florida 32958

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at the pre-bid conference or bid opening should contact the City of Sebastian at 772-388-8231, at least five (5) days prior to the event to advise of his/her special requirements.

1.3 METHOD OF AWARD

The City, in its sole discretion, intends to award this Contract to the lowest, most responsive and responsible Bidder whose price, experience and qualifications prove to be the most beneficial to the City. Bidders shall have the organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. The City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City's best interest.

1.4 INITIAL CONTRACT TERM AND RENEWALS

The contract shall begin October 1, 2019. The City intends for the initial contract term to be for two (2) years, with the option to extend for two (2) one (1) year terms. Contingent upon budget approval, the City reserves the right, but not an obligation, to exercise this extension option.

Proposed changes to pricing should be communicated, in writing, to the City sixty (60) days prior to contract expiration. The intent to extend the contract will be by written notification to the Contractor by the Procurement/Contracts Manger thirty (30) days prior to contract expiration. Consideration of extension is dependent upon satisfactory performance by Contractor.

1.5 EXHIBITS

a. Exhibit A – Technical Specifications

Please refer to *Exhibit A* for the Technical Specifications.

b. Exhibit B – Maps

Please refer to *Exhibit B* for the maps locating Ditches, Quarter (1/4) Rounds and Storm Water Park. Sections are indicated by a number ranging from 1-6. Pricing should be based on the areas shown on map.

END OF SECTION

Mowing Services – R.O.W Swale and Ditch

SECTION 2 – BID REQUIREMENTS

2.1 TITLE PAGE

Title page showing the Proposer’s name and address, contact person and telephone number; ITB number and title.

TAB #1 – COST OF SERVICES

2.2 BID PRICE FORM – APPENDIX A

The Bidder is required to enter cost of services electronically on the attached Excel file, *Appendix A*. A copy of the Excel sheet shall be included in the original and copy of the bid; and in the electronic copy, in order for the bid submission to be considered.

Failure to fully complete and submit the Excel Bid Price Form may result in rejection of the Bid.

TAB #2 – QUALIFICATIONS/EXPERIENCE

2.3 PROOF OF EXPERIENCE

Provide documentation that demonstrates the Bidder has a minimum of five (5) years of experience with similar projects in the State of Florida. Include a list of projects of similar scope. It is recommended, not required, that Bidder includes pictures or notes to prove quality of work and specific experience type. Bidders may describe their techniques, equipment and sequencing of their operations with their bids.

2.4 PROOF OF LICENSE(S)

Bidder shall provide a copy of a business or contractor license and/or business tax receipt for City of Sebastian or Indian River County as part of bid submission.

TAB #3 – FORMS

2.5 FORMS

All Forms required by the ITB shall be fully executed by the Bidder and submitted (See Section 7, Forms).

TAB #4 – INSURANCE

2.6 INSURANCE

Certificate of Insurance: A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the bid submission. Once resulting agreement is executed, it is the Contractor’s responsibility to ensure that the City has a current Insurance Certificate at all times.

The Contractor shall obtain and maintain, during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

Comprehensive General Liability	an amount not less than: <ul style="list-style-type: none"> \$1,000,000.00 Combined Single Limit per each occurrence
Worker’s Compensation	The Bidder shall submit 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 bidder shall provide adequate coverage for the protection of such employees.
Automobile Liability	an amount not less than: <ul style="list-style-type: none"> \$1,000,000.00 Combined Single Limit per each occurrence
Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its council members, officers, employees and agents.	

END OF SECTION

SECTION 3 - INSTRUCTIONS TO BIDDERS

3.1 CONE OF SILENCE

Bidders shall not communicate in any way with City staff or the City Council other than the primary contact listed herein. This restriction shall be effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

3.2 REQUIRED COPIES

One (1) original, three (3) copies and one (1) electronic copy of the bid submittal shall be submitted. Please refer to the Bid Submission Checklist for all requirements.

3.3 SEALED BIDS

Bids shall be enclosed in a sealed envelope and shall show (lower left corner) the Bidder's name and address, bid number and title, along with the bid opening date and time. The Bid shall be submitted no later than the Bid Opening date and time mentioned on the Invitation to Bid. The City will not be responsible for opening any bids that are not clearly marked.

3.4 BIDS NOT CONSIDERED

Bids not considered are Late Bids, telegraphed, emailed or faxed Bids and Bids which do not conform to the instructions contained in the Invitation to Bid. Bids may be withdrawn by fax or email, provided that such notices are received prior to the Bid Opening date and time.

3.5 ACCEPTABLE BIDS

Bids shall be handwritten or filled in with (black or blue) ink. Any erasures or corrections must be initialed by the Bidder in ink. Handwritten submissions must be legible.

3.6 LATE BIDS

Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

3.7 NO BID

If unable to submit a Bid, please complete and return the "Statement of No Bid" form prior to the Bid Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail.

3.8 BID OPENING

Bidders are welcome to attend the bid opening; however, attendance is not mandatory. Bids shall be opened and publicly announced at City of Sebastian Council Chambers, on the date and time specified on the Invitation to Bid, unless otherwise stated in the form of an addendum.

3.9 BID EXAMINATION

In accordance with Chapter 119, Florida Statutes, bid files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier. Bid files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

3.10 REQUIRED INFORMATION

Bidders shall follow all instructions and provide all required information and forms to be considered for award. Bidders wishing to qualify for consideration of exception for all or any portion of the bid shall provide a hand printed or typed explanation on the bid or separate attachment to be submitted with the bid.

3.11 CONFIDENTIAL INFORMATION

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." By submission of a response to this ITB the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

3.12 ADDENDA

Addenda may be issued in response to any inquiry received by the Question deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting Bid. The Bidder is required to include all addenda signed with bid submission. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issued shall prevail.

3.13 DRUG-FREE WORKPLACE

The Drug-Free Workplace form, as attached hereto, shall be submitted with the bidding documents.

3.14 PUBLIC ENTITY CRIMES

Any person or firm submitting a bid in response to this invitation must execute the attached SWORN STATEMENT UNDER SECTION 287.133, FLORIDA STATUTES, PUBLIC ENTITY CRIMES, including proper check(s) in the space(s) provided, and enclose it with said bid. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid as proscribed by Section 287.133, F.S.

3.15 BIDDER QUALIFICATION QUESTIONNAIRE

Bidders shall include the completed Bidder Qualification Questionnaire with the bid submission.

3.16 REFERENCES

A list of References is required to be submitted with the Bid submission. It is preferred that references be for projects performed for public/government agencies. Failure to submit a list of references with valid contact information may result in the bid being deemed non-responsive and may not be considered for award.

3.17 LIST OF SUB-CONTRACTORS

A list of Sub-Contractors is required with the Bid submission. Failure to submit a list of Sub-Contractors may disqualify your Bid.

Mowing Services – R.O.W Swale and Ditch

3.18 INSURANCE, LICENSING, CERTIFICATION, AND/OR REGISTRATION

Any bids received without Proof of Licenses or Proof of Insurance may be considered non-responsive and immediately disqualified. The insurance company selected shall be A+ or better per the Best's Key Rating Guide. The Contractor and the insurance company(s) shall agree to furnish the City thirty (30) days written notice of their intent to cancel or terminate said insurance. It is the full responsibility of the Contractor to ensure that all sub-contracts have full insurance coverage as stated above. The Contractor, nor sub-contractor, shall commence work under this contract until all insurance required under this contract is obtained and proof of insurance is submitted to the City.

3.19 CORRECTIONS, CANCELLATION, & WITHDRAWAL

Bidders may be asked to provide further information after bid opening to determine the responsibility of the vendor.

3.19.1. **Waiver of Technicality:** Information shall not be considered after the bid opening if it has been specifically requested to be provided with the bid and becomes a matter of responsiveness. The bid shall be considered responsive if it substantially conforms to the requirements of the Invitation to Bid. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

3.19.2. **Mathematical Errors:** Errors in extension of unit prices or in mathematical calculations may be corrected by the Procurement/Contracts Manager. In cases of errors in mathematical computations, the unit prices shall not be changed.

3.19.3. **Cancellation or Postponement:** The City of Sebastian Procurement/Contracts Manager may cancel or postpone the bid opening or cancel the Invitation to Bid in its entirety.

3.19.4. **Withdrawal:** Prior to any published bid opening date and time, a Bidder may withdraw his or her bid in writing. A fax is permitted for this purpose, provided a confirming telephone call is made.

3.19.5. **Amendments:** Prior to any published bid opening date and time, a Bidder may amend the bid provided that it is in writing, in a sealed envelope, and identified.

3.20 BID GUARANTEE

The Bidder warrants that the unit prices, terms, and conditions quoted in the bid will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed.

3.21 BID AWARD

The contract/agreement will be awarded, in the City's sole discretion, to the lowest, most responsive and responsible Bidder whose bid, conforming to the specifications and Instructions for Bidders, will be most advantageous to the City in consideration of price, time of performance, and other factors as determined by the City. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Bidders and post on the City's website and DemandStar.

3.22 REJECTION OF BIDS

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional Bids. More than one Bid from an individual, firm or association under same or different names, will not be considered. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future proposals for the same work.

3.23 FINANCIAL STABILITY

The Bidder must be financially stable and if requested, shall be able to substantiate financial stability to the City's satisfaction as a precondition of any contract award. Upon written request, all Bidders' shall be prepared to supply an annual financial statement, (preferably a certified audit of the last available fiscal year, including income and balance sheets), within five (5) business days of request. The City reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services. The City reserves the right to reject any Bid that does not demonstrate financial stability sufficient for the scope of this contract award.

END OF SECTION

SECTION 4 – GENERAL CONDITIONS

4.1 COUNCIL MEETING

Contractor must attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by the City representative. The recommended Bidder has the option to attend City Council meeting for approval of award. Date and time of this meeting will be publicly released.

4.2 CONFLICT OF INTEREST

Contract Award is subject to provisions of State Statutes and City Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Sebastian, City Council members included; further, all Bidders must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches.

Should the Contractor permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

4.3 NOTICE TO PROCEED

The awarded Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Contractor to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resulting Contract.

4.4 INDEMNIFICATION/HOLD HARMLESS

The Contractor shall indemnify and hold the City harmless from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise out of the use and occupancy of the property by the Contractor, its family, associates, contractors, agents, employees, customers and attendees. Nothing in this agreement shall be construed as the City waiving its immunity pursuant to §768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

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4.5 METHOD OF PAYMENT

4.5.1 Florida Prompt Payment Act

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

4.5.2 Invoicing

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment in accordance with the unit pricing provided in their bid submittal subject to an agreement maximum or not to exceed amount.

The Contractor shall provide fully documented invoices, which indicates the listed basic information. It shall be understood that such invoices shall not be authorized for payment until work is inspected by the respective City representative and payment is approved.

All invoices shall contain the following basic information:

4.5.2.1. CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

4.5.2.2. CITY INFORMATION:

- City Purchase Order Number

4.5.2.3. PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

4.5.2.4. GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

4.5.2.5. DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

Failure to submit invoices in the prescribed manner will delay payment.

The City will pay the contract price minus any liquidated damages, back charges and/or other damages to the Contractor upon final completion and acceptance.

4.6 SALES TAX

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are **not** exempt from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

4.7 AVAILABILITY OF FUNDS

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian and or State or Federal appropriations.

4.8 LIQUIDATED DAMAGES

The City shall be entitled to **liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for every day that the Contractor is late in completing the work requirements for each Work Order** as stipulated in the agreement, and bidding documents. Said damages shall be deducted by the City from monies due to Contractor.

4.9 SITE INSPECTION AND DUE DILLIGENCE

Bidders are required to visit the project site and become familiar with any conditions which may affect the work to be done or affect the equipment, materials and labor required to successfully complete the project, prior to submitting their bid. Moreover, Bidders are also obligated to carefully examine the project specifications and exercise due diligence regarding any and all pre-existing conditions at the project site which may in any manner affect the work to be performed under the Contract. No additional allowances shall be made due to the Bidder's lack of knowledge of the project requirements and site conditions.

The Contractor shall be responsible for inspecting and documenting the pre-existing conditions of the project site. Any damage to public and/or private property resulting either directly or indirectly from the execution of the project by the Contractor shall be repaired or replaced at the sole expense of the Contractor in a manner acceptable to the City. Such properties may include, but is not limited to, roads, driveways, sod, walls, underground utilities, trees, landscaping, etc.

Prior to the commencement of Work, the Contractor shall submit to the appropriate City staff photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the Contractor. Failure to properly document such pre-existing conditions and to submit said documentation as required, may render the Contractor liable to repair any such damage at no expense to the City.

4.10 FAILURE TO PERFORM

In the event that the Contractor fails to commence work on the project on a timely manner or if the Contractor proceeds to work on the project in an inappropriate or protracted manner, the City may notify the Contractor to cease and desist all work on the project. If so, the City may pursue any and all remedies available to it including, but not limited to, requesting that the surety complete the work, calling on the next lowest responsive and responsible Bidder to finish the work or advertising for bids and award a new contract for the uncompleted work and charge any additional costs incurred by the City, regardless of the course of action chosen by the City, to the originally awarded Contractor.

4.11 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

4.12 PROTECTION

The Contractor shall be solely responsible for pedestrian and/or vehicular safety and guidance within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area (i.e. Maintenance of Traffic). All safety devices must have suitable and sufficient lighting for the prevention of accidents and must meet the minimum standards mandated by Federal, State and local laws and regulations during all times until the project is completed and accepted by the City.

4.13 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. Mowers, which require operator occupancy, shall have a “SLOW MOVING VEHICLE” sign mounted on the back when being used or working within fifteen (15) feet of the roadway. All electrical equipment shall be properly grounded.

All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor, at their expense, when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements in the vicinity of the work site remain open to the public, whenever it doesn't pose a safety and/or health hazard.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, County, State and Federal regulations.

4.14 HOURS OF WORK & EMPLOYEE CONDUCT

The Contractor may only perform work during the hours of 7:00 AM to 7:00 PM Monday-Friday and 8:00 AM to 5:00 PM Saturday-Sunday, excluding holidays.

The Contractor shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Contractor must be provided and display on their clothing proper identification at all times.

All employees of the awarded Contractor shall be considered to be sole employees of the contractor at all times under the Contractor's sole direction and not an employee or agent of the City of Sebastian. Moreover, the Contractor shall be solely responsible for the conduct and behavior of all persons working on their behalf on this project and the City may require the Contractor to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

The Contractor shall have an “On Duty” supervisor present at the job site who speaks and reads English at all times throughout the course of the project.

4.15 CLEAN UP

All unusable materials and debris shall be disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agreed upon with the City's department requesting services.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the execution of the work. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

4.16 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the bid to be considered non-responsive.

4.17 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with the latest edition of the Florida Building Code and all other applicable Federal, State and local rules and regulations that apply to the execution and satisfactory completion of the project.

4.18 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY CONTRACTOR

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All equipment shall comply with all D.O.T. regulations, display all the necessary signs, and have all lights operating properly (including warning, emergency, strobe). The Contractor shall immediately remove any equipment that fails to comply with D.O.T. regulations, or display the necessary signs; does not have lights working properly, or it unsafe to operate. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

4.19 SUBCONTRACTORS AND EMPLOYEES

The Bidder is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their submission the percentages of Work to be performed by their subcontractors.

4.20 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidder. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.20.1 In no event will any such elections by the City be deemed to be a waiving of the Project criteria.

4.20.2 The Contractor who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

4.20.3 The Contractor shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Bidder's means and methods, approach to Project, use of new products, and new uses for established products.

4.21 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at afraser@cityofsebastian.org. Bidders must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Invitation to Bid and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addenda will be made available on the City's website (www.cityofsebastian.org) and DemandStar (www.demandstar.com) and it is the Bidder's sole responsibility to assure receipt of all (if any) addenda(s).

4.22 CO-OPERATIVE PURCHASING

It is the intent of the Invitation to Bid to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Contractor accepts the right of other Government Entities to “piggyback” purchase from this ITB by mutual consent. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

4.23 DISCRIMINATION

The Contractor shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations.

4.24 PURCHASING CARD PROGRAM

The City of Sebastian has implemented a purchasing card program through PNC Bank, using the Visa network. Vendors may receive payment through the purchasing card program for goods and services provided to the City in the same manner as other Visa purchases. Accordingly, Vendors that wish to accept payments in this manner must indicate that they have the ability to accept Visa or will take whatever steps are necessary to accept Visa before the start of the contract. The City of Sebastian reserves the right to revise and/or cancel this program at any time, and assumes no liability for such action. A valid and complete invoice is still required to process payment using Purchasing Card.

4.25 PUBLIC RECORDS

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all Bidder's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. **Therefore, if the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, the Bidder must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.**

4.26 SCRUTINIZED COMPANIES LISTS

Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) 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, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the Clerk in the event there is any misrepresentation or false certification on the part of Contractor.

4.27 TERMINATION OF CONTRACT WITH OR WITHOUT CAUSE

The City reserves the right to suspend or terminate the agreement with or without cause provided at least five (5) days written notice of such termination given to the Contractor.

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4.28 LOCAL VENDOR PREFERENCE POLICY

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

Sec. 2-11. Local Vendor Preference Policy

(a). *Definitions.*

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or proposal is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or proposal. Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a proposal or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, general services, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

(1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business Bidder.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

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If the lowest local area business Bidder declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive Bidder.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

- (2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.
- (d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:
- (1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
 - (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
 - (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
 - (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
 - (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid submitted by a qualified and responsive local area business is greater than \$25,000.00; or
 - (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.

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- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.

- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

END OF SECTION

SECTION 5 – REQUIRED FORMS

STATEMENT OF NO BID

If your firm is unable to submit a Bid, please complete and return this form prior to the Bid Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail to:

CITY OF SEBASTIAN
ATTN: PROCUREMENT
1225 MAIN STREET
SEBASTIAN, FLORIDA 32958

Company's Name: _____
Company Address: _____
Phone No: _____

We have declined to propose on ITB #19-08 Mowing Services for R.O.W Swale Areas and Ditches, for the following reason(s) (mark all that applies):

- _____ ***Do not offer the good(s) or service(s) required***
- _____ ***Our schedule would not permit us to perform responsibly***
- _____ ***Unable to meet specifications***
- _____ ***Unable to meet insurance/eligibility requirements***
- _____ ***Specifications unclear (please explain below)***
- _____ ***Other (please specify below)***

REMARKS

Signature

Print Name / Title

Date

SOLICIATION INFORMATION FORM

Please submit this form to assist us in learning more about how our solicitation opportunities are most often found.

Company's Name: _____

Company Address: _____

Phone No: _____

Please tell us how you found out this Request for Proposal was released/available (mark all that applies):

_____ *Indian River Press Journal (TCPalm)*

_____ *DemandStar/Onvia*

_____ *City of Sebastian Web Site*

_____ *Other (please specify below)* _____

BID SUBMISSION CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your ITB submission. **This checklist must be submitted as part of the Bid submission.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bid submission and should be enhanced as deemed necessary. It is solely the Bidder's responsibility to read and understand all requirements and adhere to all issued addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of proposal (bearing original signatures)	
Three (3) copies of proposal	
One (1) electronic copy of proposal (USB)	
Title Page	
Bid Submission Checklist – FORM A	
Signed Addenda, <i>if applicable</i>	
TAB #1 – COST OF SERVICES	
<i>Appendix A: Bid Price Form – EXCEL</i>	
TAB #2 – QUALIFICATIONS/EXPERIENCE	
Proof of Experience	
Proof of License(s)	
TAB #3 - FORMS	
Contact Information Sheet – FORM B	
Reference List – FORM C	
Bidder Qualification Questionnaire (3 pages) – FORM D	
Contractor Performance Acknowledgement – FORM E	
Drug-Free Workplace Form – FORM F	
Public Entity Crimes Form (4 pages) – FORM G	
Non-Collusive Affidavit – FORM H	
Scrutinized Vendor Certification (2 pages) – FORM I	
Subcontractor Listing Form – FORM J	
TAB #4 – INSURANCE	
Proof of Insurance	

Mowing Services – R.O.W Swale and Ditch

Clearly mark the following on the outside of the sealed bid (on lower left corner of envelope):

Bidder's Name:	
Bidder's Address:	
Bid #:	ITB #19-08
Bid Title:	Mowing Services for Right of Way Swale Areas And Ditches
Bid Opening:	Friday, September 6, 2019 @ 2:00 PM EST

IMPORTANT: Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.

Mowing Services – R.O.W Swale and Ditch

CONTACT INFORMATION SHEET

<p>DUE DATE: Bids due on or before 2:00 PM EST at City of Sebastian ATTN: Procurement 1225 Main Street Sebastian, Florida 32958 Friday, September 6, 2019</p> <p>Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed bids are not allowed and will not be considered for award.</p>	<p>ITB NO.: #19-08</p>	<p>RELEASE DATE: 08/05/2019</p>	<p>CONTACT: Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager (772) 388-8231 afraser@cityofsebastian.org</p>
<p>ITB TITLE: MOWING SERVICES FOR RIGHT OF WAY SWALE AREAS AND DITCHES</p>			
<p>Bidder's Name and "Doing Business As", if applicable:</p>			
<p>Address:</p>	<p>"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.</p>		
<p>City:</p>	<p>Address:</p>		
<p>State:</p>	<p>Zip Code:</p>	<p>City:</p>	
<p>Telephone Number:</p>	<p>State:</p>		<p>Zip Code:</p>
<p>Fax Number:</p>	<p>Contact:</p>		
<p>E-Mail Address of Authorized Representative:</p>	<p>Telephone Number:</p>		
<p>Federal Tax Identification Number:</p>	<p>Fax Number:</p>		
<p>The undersigned having become thoroughly familiar with all of the Bidding Documents incorporated herein, the sites and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all equipment and labor necessary for the performance of the Services in a good, firm, substantial and workmanlike manner.</p>			
<p>_____ Signature of Authorized Representative (Manual)</p> <p>_____ Name of Authorized Representative (Typed or Printed)</p> <p>_____ Title</p>			

Mowing Services – R.O.W Swale and Ditch

REFERENCE LIST

Bidder's Name: _____

Bidder must provide the contact information for a minimum of three (3) references in which similar work was performed within the last five (5) years.

Reference #1

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference #2

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference #3

Company Name:	
Location (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Failure to fully complete and submit this form may result in rejection of the Bid.

BIDDER QUALIFICATION QUESTIONNAIRE

Page 1 of 3

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter. Additional sheets may be attached if required.

Bidder's Name: _____

Principal Office Address: _____

Contact Person: _____

Title: _____

Phone No.: _____

Email Address: _____

Federal Identification No.: _____

This Business is: An Individual A Partnership A Corporation

Bidder's License No.: _____

**Attach certificate of status, competency, and/or state registration*

(1) How many years has this organization been in business under the present business name? _____

(2) How many years of experience does this organization have in the work specified in this ITB? _____

As a Subcontractor? _____

(3) List the names and titles of all officers, partners or individuals doing business under the present business name.

NAME	TITLE

BIDDER QUALIFICATION QUESTIONNAIRE

Page 2 of 3

- (4) Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract.

- (5) List below the requested information concerning projects your organization has completed in the last five (5) years for the type of work required in this ITB. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract is possible.

PROJECT TITLE	CONTRACT AMOUNT	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME / ADDRESS / PHONE OF OWNER

- (6) Have you ever failed to complete any work awarded to you? If yes, where and why?

- (7) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a grant administrative service contract? If so, state name of individual, name of other organization, and reason therefore.

BIDDER QUALIFICATION QUESTIONNAIRE

Page 3 of 3

(8) Has any officer or partner of your organization ever failed to complete any service contract(s) handled in his own name? If so, state name of individual, name of owner and reason therefore.

(9) Has your firm been in disputes or litigations in the last five (5) years over mowing services which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and amount of disputes or litigations. (Use additional sheets if necessary.)

(10) What is the organizations' bonding capacity? _____

(11) What amount of your bonding capacity has been used as of the date of this bid?

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non- responsibility with respect to such contractor.

(SIGNATURE OF BIDDER)

If a BIDDER intends to subcontract any portion of the work, the Subcontractor Listing must be fully completed and submitted with the bid.

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the Bid.

Mowing Services – R.O.W Swale and Ditch

CONTRACTOR PERFORMANCE ACKNOWLEDGEMENT

Bidder's Name: _____

A City designee will evaluate the grant administrative services provided under *ITB #19-08 Mowing Services for Right of Way Swale Areas and Ditches*, noting the overall service performance of the Contractor.

Performance ratings are intended to assess the Contractor's conformance to contract requirements, specifications and standards of good workmanship. The rating scale intended to be used is as follows:

Rating	Criteria
5 – Excellent	Performance exceeds requirements with no/few minor problems for which corrective actions were highly effective.
4 – Good	Performance meets requirements with some minor problems for which corrective actions were highly effective.
3 – Average	Performance meets requirements with some minor problems for which corrective actions were satisfactory.
2 – Below Average	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented.
1 - Poor	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented.

	Rating				
	Poor 1	Below Average 2	Average 3	Good 4	Excellent 5
1. Provide services in a timely manner					
2. Provide services as set forth in the Technical Specifications of ITB 19-08					
3. Provide excellent customer service with professional approach					
4. Quality of work performed					
5. Responsiveness to City inquiries					
6. Provide work under emergency conditions					
7. Provide proper documentation - Invoices					
8. Provide timely response to discrepancies and/or disputes					
9. Overall customer satisfaction					

Note: The above list is not a complete list of tasks required to administer the grant administrative services. During the term of the contract additional performance measures may be added or modified, as needed to provide an accurate assessment.

I acknowledge the standards of performance identified in this performance report will be used to evaluate the firm's performance at a minimum of once quarterly.

Proposed Vendor Signature

Failure to sign and submit this Acknowledgement may result in rejection of the Proposal.

DRUG-FREE WORKPLACE FORM

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

Bidder's Name

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' 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 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 1893 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 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 Paragraph 1 through 5.

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

Signature

Print Name

Date

Failure to sign and submit this Drug-Free Workplace Form may result in rejection of the Bid.

PUBLIC ENTITY CRIMES FORM

Page 1 of 4

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement, must execute the enclosed form sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount of \$10,000 to provide goods or services to **THE CITY OF SEBASTIAN**, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.

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

PUBLIC ENTITY CRIMES FORM

Page 2 of 4

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

1. This sworn statement is submitted with Bid, Proposal or Agreement No. **ITB #19-08** for **Mowing Services for Right of Way Swale Areas and Ditches** to THE CITY OF SEBASTIAN.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 bid or Agreement for goods or services to be provided to any public entity or an 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUBLIC ENTITY CRIMES FORM

Page 3 of 4

7. 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 any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements for the 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.

8. 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 any 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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 the 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.)

PUBLIC ENTITY CRIMES FORM

Page 4 of 4

Sign: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, _____ (title) on behalf of _____ (name of partnership), a partnership. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

Name: _____

My Commission Expires: _____

Commission Number: _____

This Space Intentionally Left Blank

Failure to fully complete, sign and submit this Public Entity Crimes Form may result in rejection of the Bid.

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public Name:

Notary Public Signature:

My Commission Expires: _____

Failure to fully complete, sign and submit this Affidavit may result in rejection of the Bid.

SCRUTINIZED VENDOR CERTIFICATION

Page 1 of 2

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____ on behalf of _____,
(Printed Name) (Company Name)

certify that, _____ does not:
(Company Name)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Sebastian shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Council for goods or services may be terminated at the option of the Council if the company is found to have submitted a false certification or 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.

Company name

Signature

Print name

Title

Date

Failure to fully complete, sign and submit this Certification may result in rejection of the Bid.

SUB-CONTRACTORS LISTING FORM

Bidder's Name: _____ **Phone #** _____
ITB Title: Mowing Services for Right of Way
Swale Areas and Ditches **ITB #:** 19-08

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not. If subcontractors will not be used on this agreement, check the box below. **Form must be submitted with your bid.** Use additional sheets if necessary.

The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

affirm that Subcontractors will not be used to complete the project under this agreement.

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this form may result in rejection of the Bid.