



Invitation to Bid
#20-009
Aquatic Spraying
Commodity Code
98889

CONTACT PERSON:

LISA OSHA,
PURCHASING AGENT
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870

Email: purchasing@mysebring.com



The City of Sebring will receive sealed bids in the
City Purchasing Department for:

20-009: Aquatic Spraying

Commodity Code
98889

Specifications & General Terms and Conditions may be obtained at mysebring.com and VendorRegistry.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted at purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

There is no pre-bid meeting scheduled.

Bid envelopes must be sealed and marked with the bid number and name as to identify the enclosed bid. Bids must be delivered to the City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870 so as to reach the said office no later than **3:00 p.m., Tuesday, August 27, 2019**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any bids that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service.

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et seq, as amended) and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

Lisa Osha,
Purchasing Agent
Sebring, Florida

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SECTION 1 – DEFINITIONS

ADDENDA - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

AGREEMENT - The written instrument which is evidence of the agreement between City and Contractor covering the work.

BID or PROPOSAL - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

BID BOND - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

BID DOCUMENTS - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

BIDDER, PROPOSER, OR OFFEROR – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

BIDDING REQUIREMENTS - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

CHANGE ORDER - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CONTRACT - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

CONTRACTOR - Any person having a contract, agreement or purchase order with the City.

CONTRACT DOCUMENTS - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

CITY OR OWNER - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

LOCAL BUSINESS - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

LUMP SUM BID PRICE - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

NOTICE OF AWARD - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

NOTICE TO PROCEED OR PURCHASE ORDER - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

PAYMENT BOND - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PERFORMANCE BOND - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PROJECT - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

SITE - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

SPECIFICATIONS - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

SUBCONTRACTOR - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SUCCESSFUL BIDDER OR PROPOSER - The bidder or proposer to whom the City provides written notice of award.

UNIT PRICE BID - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 7/2019)

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS:

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response

to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of

one year after final acceptance of the work unless otherwise stated in the specifications herein.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

ADDITIONAL WORK: Contractor may recommend additional work needed in addition to regular maintenance. City purchasing policies will be followed for such additional work.

ASSIGNMENT: Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: N/A

CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a bid for this contract, but in doing so they must file Form 3A “Interest in Competitive Bid for Public Business” with the Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes “...public officers and employees, their spouses, and their children...”

CONTACT INFORMATION:

Lisa Osha, Purchasing Agent
purchasing@mysebring.com

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com.

Any oral or other type of communication concerning this document shall not be binding.

COPYRIGHTS:

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DAMAGE TO PROPERTY: Contractor agrees that all City or third party owned property that is damaged by the Contractor's personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.

DEFAULT: In any action brought by either party for the enforcement of obligations of the other party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DOCUMENT DEEMED AS A CONTRACT: In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney's contract is primary and this document is secondary.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City.

If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein. Employees of Contractor shall wear company uniforms and shall work from vehicles bearing the Contractors name at all times.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

- a. **Comprehensive General Liability** (CGL) insurance shall be maintained by the vendor with a limit of not less than \$300,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

- b. **Automobile Liability** shall be maintained with a limit of not less than \$300,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- c. **Worker's Compensation** coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- d. **Evidence of Insurance** shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

LICENSING: Bidders shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

LIQUIDATED DAMAGES: N/A

LOCAL PREFERENCE:

- 1) Preference in Competitive Bidding, Quotes, and Request for Proposals: When purchasing or contracting for procurement services of tangible personal property, materials, contractual services, construction, and/or commodities, the Sebring City Council shall give preference to local businesses in making such purchases or awarding such contracts. Purchase price shall include the base bid and all alternates or options to the base bid that are being awarded. Preference shall be based on the following scale:

<u>Bid/Contract Amt.</u>	=	<u>Highlands County</u>	<u>City of Sebring</u>
\$0 - \$249,999.99	=	5%	7%
\$250,000 - \$999,999.99	=	4%	4%
\$1,000,000-1,999,999.99	=	3%	3%
\$2,000,000 and over	=	2%	2%

Verification shall be made through Property Appraiser's records.

- 2) **Local Business Definition:** “Local business” shall mean a business that:
- a) Has a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for at least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or request for proposal by the City of Sebring; and
 - b) Holds a business license required by the City of Sebring.
- 3) **Exceptions to Local Preference:**
- a) The procurement preference set forth in this policy shall not apply to the following purchases or contracts:
 1. Goods or services provided under a cooperative purchasing, inter-local agreement, or “piggybacked” contract.
 2. Contracts for professional services which is subject to the (CCNA) Consultant’s Competitive Negotiation Act or subject to any competitive consultants selection policy or procedure adopted by or utilized by Sebring City Council.
 3. Purchases which are funded, in whole or in part, by a government entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
 4. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related services.
 5. When the bid specifications contain a location/vicinity requirement.
 - b) The local preference established in the City’s policy does not prohibit the Sebring City Council from giving any other preference permitted by law in addition to local preference authorized in this policy.

MULTIPLE RESPONSES: If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head(s) and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City’s intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

PRE-BID MEETING: There will be no pre-bid meeting for this solicitation.

PREPARATION COSTS: The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

PRICE: City shall pay the awarded Contractor the sum stated on the “Official Bid Form” page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract, unless mutually agreed upon by both parties. Any change in price may result in the cancellation of the purchase order and/or agreement.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES: All bidders/proposers submitting a bid/proposal for annual contracts agree that, if awarded, such bid/proposal also constitutes an offer to all public entities within the State of Florida, including Highlands County Board of County Commissioners, City of Avon Park, the Town of Lake Placid, and the Highlands County School Board, under the same terms and conditions, for the same price, and for the same effective period, should the bidder/proposer feel it is in their best interest to do so. Bidder/proposer shall note any exception to this requirement.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$1,000.00 or less may be paid by purchase card. Purchase Cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor, or in the event the vendor does not have email, it is faxed to the vendor as well as the department initiating the request.

RENEWAL: The City reserves the option to renew the period of this contract, or any portion thereof, for a number of terms to be determined.

RESTRICTIONS: Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

RESPONSES/BIDS are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent’s organization legally authorized to commit the respondent’s organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor’s obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor’s limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTOR: If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of this document are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

TERM: This contract shall be good for one (1) year beginning on October 1, 2019. This contract will automatically be extended for up to two (2) additional one (1) year terms, unless either party notifies the other in writing within sixty (60) days of expiration that they do not wish to continue the contract as written.

TERMINATION: Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City’s intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

TIME: Time is of the essence of this agreement.

PROTEST: Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes shall constitute a waiver of the bidder’s right to protest.

BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS SHOULD BE SUBMITTED

TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.

SECTION 3 – INTENT OF PROJECT

The intent of this Invitation for Bid and resulting contract is to obtain the services of a qualified contractor to provide aquatic spraying services for beaches, canals, ponds, and other areas as directed by City staff.

SECTION 4 – GENERAL SPECIFICATIONS

- 1) The contractor agrees to furnish all necessary labor, supervision, tools, equipment, supplies, and materials to accomplish tasks designated by the City of Sebring. The City agrees to pay for such work when performed in the manner and in accordance with the terms and conditions herein. The City reserves the right to order materials separately on specified jobs in order to get governmental pricing.
- 2) The contractor guarantees that its services shall be performed in a safe and workman like manner with the skill and care that would be exercised at the time by those rendering this type of service.
- 3) The contractor guarantees that all labor and materials furnished and work performed by the contractor are in accordance with the specifications, including any additional work as designated by the City of Sebring. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one year after acceptance of the work by the City.
- 4) The contractor agrees to indemnify and hold harmless the City of Sebring, its officers, employees, and representatives, from any and all loss, expense, damage demands, claims, and liability for any injury or alleged damage to property, including property of the City of Sebring and/or loss of use thereof, arising directly or indirectly from the contractor's performance of its work. Contractor further agrees to pay all damages, costs, and expenses including action resulting therefrom. Contractor shall defend the City and its officers, employees, or representatives from and against any and all losses, expenses, damages, demand claims, and liabilities of whatever kind or character including but not limited to attorney's fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting upon the contractor's behalf under this contract.
- 5) Contractor shall maintain insurance as specified in section (2) above. Proof of insurance must be on file with the City Clerk.

- 6) All work shall be done to complete satisfaction of the City in accordance with all municipal, county, federal, and local laws, ordinances, and regulations. The contractor shall dispose of all work materials in accordance with state and local requirements. Fines, if any, that are levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the contractor.
- 7) Contractor's equipment and employees shall be neat and at least equal to City standards in appearance.
- 8) Contractor's bid shall include the cost of equipment use, vehicles, tooling, devices, employees, insurance, maintenance, taxes, depreciation, reasonable return on investment, and all other direct and indirect expenses associated with the execution of this contractual agreement. The rate provided in this bid shall include full compensation for labor, equipment use, travel time, and other costs to the contractor.
- 9) Contractor assumes full responsibility for having familiarized itself with the nature and extent of the specification upon which the bid was made and all regulations that may in any manner affect the materials to be supplied.

SECTION 5 - SPECIFICATIONS FOR AQUATIC SPRAYING

- 1) The scope of services required by the City in connection with this solicitation covers the entire spectrum of services customarily provided to governmental entities for aquatic control management.
- 2) Vendor to supply all manpower and equipment for aquatic applications to the City of Sebring beaches, canals, golf course ponds and other areas as directed by City staff, which include the following locations:
 - A) Veteran's Beach
 - B) Hidden Beach
 - C) Crescent Beach
 - D) Pier Beach
 - E) City Golf Course (one pond)
 - F) Misc. locations as indicated in attached aerial map
- 3) City beaches will be treated (if necessary) the first Wednesday of each month.
- 4) The City shall be responsible for posting of sites.
- 5) The Contractor's bid shall be based on a two-person work crew inclusive of the certified applicator.
- 6) Record keeping and permits:

- A) Vendor shall keep all application records and furnish on a monthly basis to the City of Sebring.
 - B) Vendor shall be responsible for maintaining and furnishing to the State of Florida all required records in a timely manner.
 - C) The vendor will operate in accordance with all permits.
 - D) The vendor shall assist the City of Sebring in modifications of existing permits and applications for new permits (see current permit attached).
- 7) Contractor shall have at least one (1) full time state certified aquatic applicator with at least five (5) years of experience in the trade. Bidders shall include resumes and license numbers of all personnel available for this contract.

SECTION 6 – ALL RESPONSES SHALL INCLUDE

- 1) Official Bid Form
- 2) A list of at least three (3) contracts or projects, preferably governmental, completed within the last five (5) years. The list must include:
 - a) A brief description of the contract/project.
 - b) Total contract/bid price, contract time limit including commencement and completion dates, final construction cost and time spent on the project.
 - c) Owner of the contract/project, including the name and telephone number of a contact person who can speak on behalf of the client for such project
- 4) A list of all personnel assigned to perform the work for the City, along with their experience and qualifications
- 5) A copy of any federal, state and/or local permits or licenses
- 6) Proof of insurance as required in the specifications
- 7) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided

SECTION 7 –AWARD RECOMMENDATION BASIS

The solicitation award recommendation shall be based on the following:

- 1) Lowest responsive and responsible bidder.
- 2) Contractor’s qualifications and relevant experience

SECTION 8 – NOTICE TO BIDDERS

- 1) Firm Pricing for City Acceptance
Bid price must be firm for City acceptance.

- 2) Late Bids
Late submittals, if accepted, will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

- 3) Rights of City
The City reserves the right to accept or reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

- 4) Anticipated Timeline:
Bid Opening: August 27, 2019
Award: September 3, 2019

ITB#20-009

Aquatic Spraying Submittal Checklist

Bidder shall provide an **original and two (2) copies** of this checklist and all of the following that apply:

Checklist Elements	Included
Official Bid Form	
List of personnel with resumes	
List of at least three (3) contracts/projects.	
The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.	
Copies of permits, licenses, and proof of insurance	
The mailing envelope has been addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870	
The mailing envelope must be sealed and marked with: Bid Number Bid Title Closing Date	
The following must be received by the purchasing department within 30 days after award is made by Sebring City Council. * Vendor Application and W9 (if not already a vendor) * Certificate of Insurance listing the City as additional insured * Signed Contract	

ALL COURIER DELIVERED BIDS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET. *At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.*

SUBMITTED BY: _____

DATE: _____

OFFICIAL BID FORM

ITB #20-009 Aquatic Spraying

The undersigned declare that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the following schedule and all work specified must be in the total amount listed below. All pricing includes all labor, materials and equipment, unless otherwise indicated on line item below.

DESCRIPTION	PER MONTH	ANNUAL RATE
Aquatic spraying (includes all labor and costs) per month	\$	\$

Does your company contract for goods or services from Cuba or Syria? Yes No (Circle One)

Is your company in compliance with Florida Statute 287.087 as a Drug Free Workplace? Yes No (Circle One)

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com.

SUBMITTED BY:

COMPANY:	DATE SUBMITTED:
Address:	Telephone:
City:	Fax:
State: Zip:	E-mail:
Contact Person:	Phone / Fax: (if other than above)
Signature:	Title: Date:

This "Official Bid Form" **MUST BE USED AND COMPLETED** in submitting bid. City Council reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Sebring.

Only in the event that Sebring City Council approves the bid submitted herein the vendors shall be asked to sign this page and the entire bid document will then become a formal contract.

CONTRACT SIGNATURE PAGE

This agreement between **CITY OF SEBRING**, a Florida Municipal Corporation (herein called "City") and _____ (herein called "Contractor").

PREMISE: The City solicited sealed bids for _____ as described in the Invitation to Bid # _____, General Terms & Conditions and the Official Bid Form, all of which are made a part hereof and collectively constitute this contract. Contractor submitted the best responsive and responsible bid and City would like for the Contractor to perform the services and Contractor would like to do so on the terms and conditions set forth in the Invitation to Bid.

NOTICES: Whenever any notice is required or permitted by this contract to be given, such notices shall be by certified mail or overnight delivery. Each party will be responsible for notifying the other of any change in their address. Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid to:

Contractor:

City:

LISA OSHA, Purchasing Agent
368 South Commerce Avenue
Sebring, FL 33870

MULTIPLE ORIGINALS: This agreement is executed in multiple copies, each of which shall be deemed original.

DATED this day of _____, 20_____.

Two Witnesses as to City:

Print Name _____

Print Name _____

Two Witnesses as to Contractor

Print Name _____

Print Name _____



CITY OF SEBRING, a Florida
Municipal Corporation

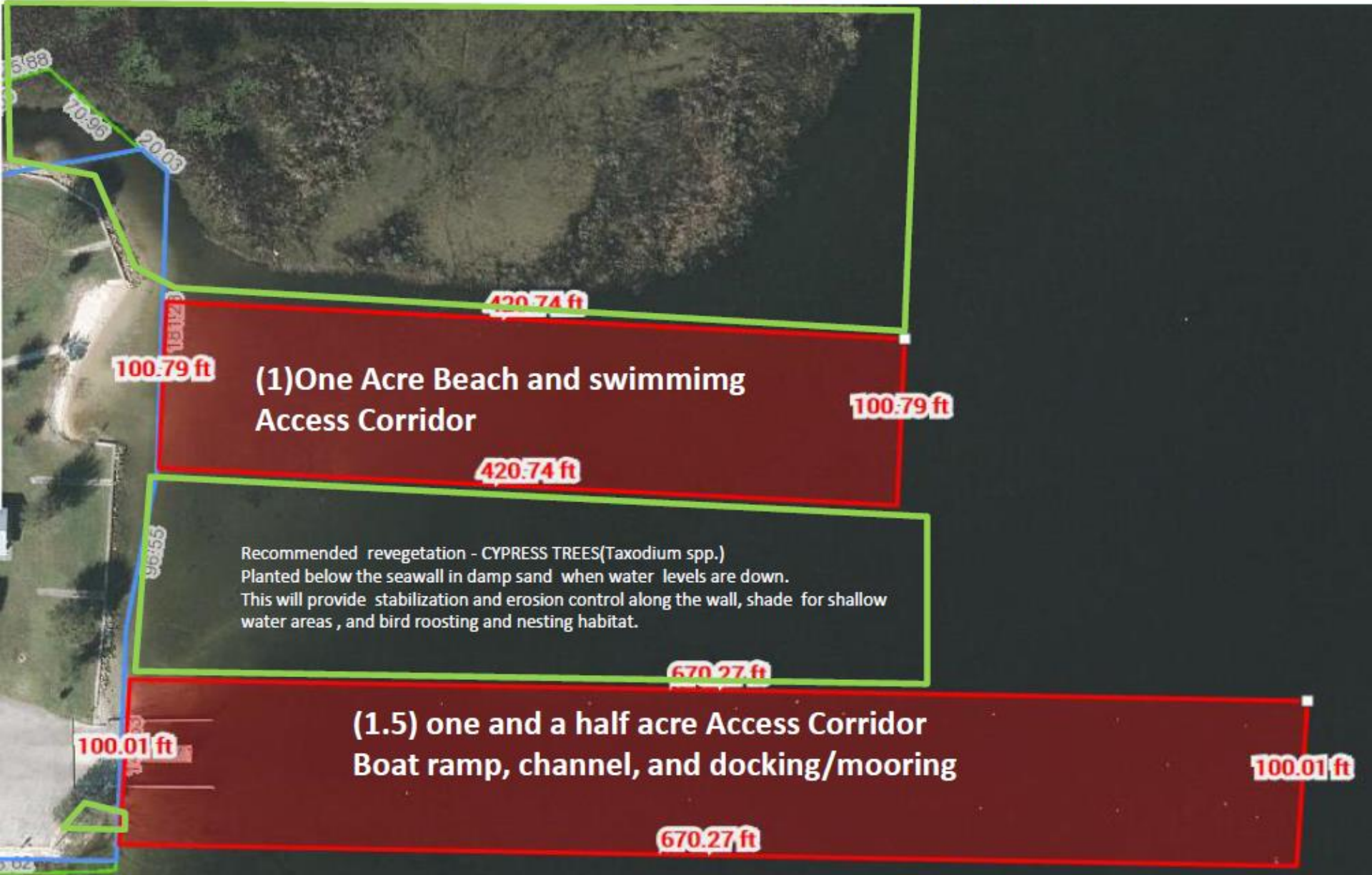
By _____



Attest:

CONTRACTOR:

By _____

 Access Corridor
 Revegetation Zone



 Access Corridor
 Revegetation Zone



SEBRING, FL 33870

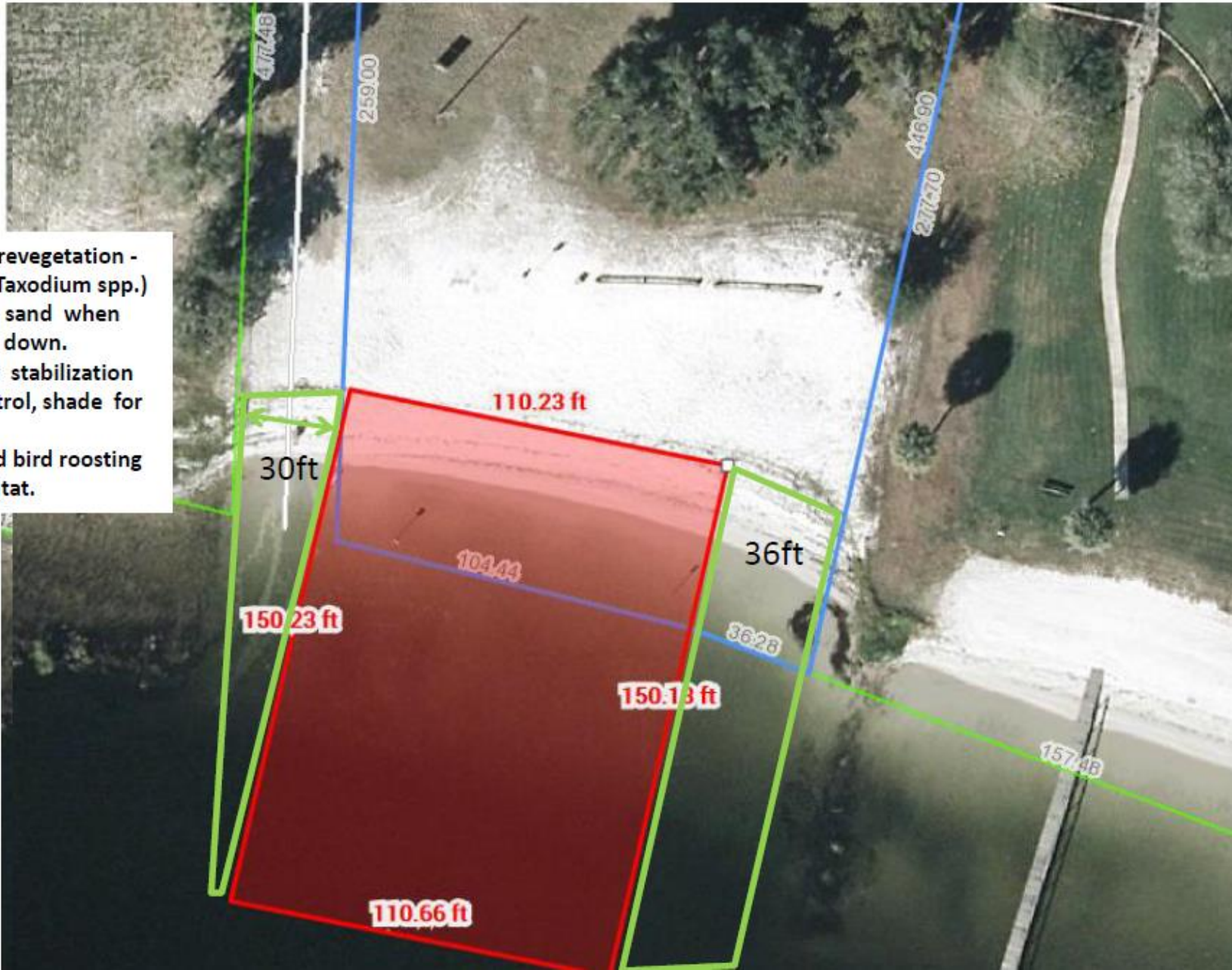


Recommended revegetation - CYPRESS TREES(Taxodium spp.) Planted in damp sand when water levels are down. This will provide stabilization and erosion control, shade for shallow water areas , and bird roosting and nesting habitat.

**Hidden Beach
Lake Jackson
City of Sebring**

Site Plan
Map not to scale

-  Access Corridor
-  Revegetation Zone



Recommended revegetation -
CYPRESS TREES(Taxodium spp.)
Planted in damp sand when
water levels are down.
This will provide stabilization
and erosion control, shade for
shallow
water areas , and bird roosting
and nesting habitat.

Storm Water Areas
Lake Jackson
City of Sebring

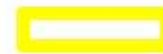
Site Plan
Map not to scale



Bird Nesting Areas (50 acres)

Lake Jackson

City of Sebring



Bird Nesting Areas (50 acres)

Site Plan

Map not to scale





Aquatic Plant Control Permit
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Invasive Plant Management Section
 3800 Commonwealth Boulevard, Mail Station 705
 Tallahassee, Florida 32399

Permittee Name: City of Sebring, FL Permit Number: XXXXXXXXXX
 Permittee Address: 1421 Hawthorne Dr. Effective Date: XXXXXXXXXX
 SEBRING, FLORIDA Expiration Date: XXXXXXXXXX
 33870 UNITED STATES

IS AUTHORIZED TO:

- Pursuant to the Agency's authority under Chapter 369.20 Florida Statutes and Chapter 68F-20 Florida Administrative Code, the Permittee is authorized to control aquatic plants under the conditions listed below and in accordance with any site map that may be attached to this permit. A copy of this permit must be present on site and available for review during any aquatic plant control activities.

AUTHORIZED LOCATION(S): **Area of operation:** Jackson, Lake(HIGHLANDS)
Site Address: 368 S. Commerce Ave. , SEBRING 33870
POS: Latitude 27° 29' 47.89' N Longitude 81° 28' 39.46' W

Permittee Signature: _____ Date: _____
 Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Kelle Sullivan Authorized for: Eric Sutton, Executive Director

Authorizing Signature: *Kelle Sullivan* Date: 01/30/2018
 Invasive Plant Management Section

Is Authorized To (Continued):

PLANT	ACRES	METHOD
Primrose Willow (Ludwigia octovalvis/peruviana)	100.00	Imazamox, Flumioxazin, 2,4-D (liquid), Glyphosate, Hand Removal
Cattail (Typha spp.)	100.00	Imazamox, Flumioxazin, 2,4-D (liquid), Glyphosate, Hand Removal
Torpedo grass (Panicum repens)	100.00	Flumioxazin, Glyphosate, Hand Removal
Willow (Salix spp.)	50.00	Imazamox, Flumioxazin, 2,4-D (liquid), Glyphosate, Hand Removal
Brazillian Pepper (Schinus terebinthifolius)	50.00	Flumioxazin, 2,4-D (liquid), Glyphosate, Hand Removal
Scirpus Cubensis, Cuban Bulrush (Oxycaryum cubense)	50.00	Diquat, Flumioxazin, 2,4-D (liquid), Glyphosate, Hand Removal
Baby's Tears (Micranthemum glomeratum)	5.00	Diquat, Flumioxazin, Aquathol K, Hand Removal
Pickerelweed (Pontederia cordata)	0.10	Hand Removal

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permittee must manage the above listed aquatic plants in accordance with the attached site plan which is made part of this permit.
- 2 Permittee may maintain clear the above listed aquatic plants from within the City beaches, pier and boat ramp area access corridors as shown on the attached site plan map(s), of sufficient length waterward from the shore to allow access to open water.
- 3 The stormwater areas will be maintained in a manner that causes minimal impact to existing offshore and marsh native aquatic plants while allowing sufficient flow for drainage.

All listed invasive exotic aquatic plants may be controlled in the stormwater areas.

Native aquatic plants shall be allowed to expand in stormwater areas where they do not impede flow, to aide in erosion control and nutrient uptake.
- 4 No ARROWHEAD (*Sagittaria* spp.), MAIDENCANE (*Panicum hemitomon*), BULRUSH (*Schoenoplectus* spp.), KNOTGRASS (*Paspalidium geminatum*), SPATTERDOCK (*Nuphar luteum*), JOINTED SPIKE RUSH or CLUB RUSH (*Eleocharis* spp.), FRAGRANT WATER LILY (*Nymphaea odorata*), or EEL GRASS (*Vallisneria americana*) shall be controlled.
- 5 Baby's Tears (*Micranthemum glomeratum*) may be removed within the access corridor(s) and storm water areas only.
- 6 The bird nesting areas shall be maintained in a manner that causes minimal impact to existing offshore and marsh native aquatic plants including WILLOW TREES (*Salix* spp.), CYPRESS (*Taxodium* spp.), BAY TREES and WAX MYRTLES (*Myrica cerifera*) which provide bird nesting and roosting habitat; however, lower limbs on trees may be trimmed to enhance viewing of the lake.

Plant control and tree trimming activities shall be limited prior to October 1 or after March 31 to avoid impacting possible bird nesting sites.

All listed exotic aquatic plants may be controlled in the bird nesting areas.

Treatment of exotic aquatic plants in and around all native aquatic vegetation should be conservative to allow for expansion of the native aquatic plants. Native aquatic plants must be allowed to expand in the bird nesting area(s).

Limited control/removal of WILLOW TREES (*Salix* spp.) may be conducted if a management and revegetation plan is first submitted and approved by the Regional Biologist. Permittee must notify this office/Regional Biologist when control activities in the bird nesting area(s) will occur.
- 7 The remaining designated portion(s) of the shoreline, excluding the above described access corridor, shall be called the revegetation zone(s) (see attached site map for location of revegetation zones). The revegetation zone(s) may be cleared of the above-listed plants; however, this zone must then be replanted with native aquatic vegetation.
- 8 Aquatic plants shall be allowed to expand within the revegetation zone(s) indicated on the site map.
- 9 All aquatic herbicides must have an aquatic-use label and must be applied in strict compliance with the directions stated on the product label. It is a violation of state and federal law to use herbicides in a manner that is inconsistent with its label. The label is the law. Before using any herbicide, the applicator should read the label to determine any water use restrictions, herbicide toxicity, location & sites where herbicide can be used and what personal protective clothing & equipment is required.
- 10 Permittee shall make a reasonable effort to notify potential users of the treated waters listing the types and lengths of any restrictions imposed by the label. Notifications shall be accomplished by posting signs and/or notices, distributing notices to residents, making contact with citizen coordinators, public notices in newspaper, putting out a signal or marking system or holding public meetings.
- 11 All aquatic vegetation removed pursuant to this permit shall be deposited on a self-contained upland site which shall be located so as to prevent the reintroduction of the removed vegetation into waters of the State.
- 12 Permittee shall not disturb or destabilize the shoreline substrate while using any mechanical equipment. If substrate will/may be disturbed or removed while using a tractor/mower, bush-hog or other mechanical

equipment, then a dredge & fill permit may be required by the Department of Environmental Protection.

- 13 Permittee may remove entire plant (including roots) from the site, as long as no offsite turbidity occurs or sediment is removed. If substrate is removed while conducting the above permitted activities then a dredge & fill permit may be required by the Department of Environmental Protection.
- 14 Tree removal shall be in accordance with any local tree ordinances.
- 15 Native aquatic plants removed pursuant to this permit may be used for revegetation purposes within the same waterbody.
- 16 This permit supersedes all prior permits issued.
- 17 The permit or a copy of the permit must be present and available for review on site during the time of any aquatic plant control activities.
- 18 The issuance of this permit does not relieve the permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, ordinances, or rules; nor is the permittee relieved of the responsibility to obtain any other licenses or permits.
- 19 This permit is valid for only the activities printed on the front of this document.
- 20 If an aquatic herbicide(s) is authorized for use by this permit, the permittee is required to use the permitted herbicide(s) in a manner that is consistent with the application directions on the product label.
- 21 The Permittee agrees to hold and save the State of Florida, the Fish and Wildlife Conservation Commission, its inspectors and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property, which might result from the aquatic plant management activities pursuant to the permit. [If the Permittee is a Florida "state agency or subdivision" as defined in 768.28, F.S., this provision does not constitute a waiver of the Permittee's sovereign immunity or extend the Permittee's liability beyond the limits established in Section 768.28, F.S.]
- 22 The Permittee is responsible for complying with the restrictions/requirements of any recorded conservation easement along the shoreline. If the activities authorized by this permit are inconsistent or contrary with the restrictions/requirements of a conservation easement, then the permittee must obtain authorization from the conservation easement holder prior to conducting any aquatic plant control activities at the site.
- 23 The removal of aquatic plants is exempt from chapters 373 and 403, Florida Statutes, dredge and fill permitting requirements, provided the activities are performed in compliance with the conditions of paragraph 403.813(1)(r), Florida Statutes (copy attached). Turbidity caused by aquatic plant control activities must be contained on site so as to prevent violation of state water quality standards.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.